FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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RECORDATION FORM COVER SHEET

05-24-2000

101366905

05-05-2000

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

GB Acquisition, Inc.
100 East 10th Street, Suite 600
Chattanooga, Tennessee 37402

- ☐ Individual(s)
- ☐ General Partnership
- ☑ Corporation-State — Tennessee
- ☐ 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: December 10, 1999

Name and address of receiving party(ies):

Name: Bank of America, N.A.

Internal Address:

Street Address: 633 Chestnut Street

City: Chattanooga State: Tennessee ZIP: 37450

- ☐ Individual(s) citizenship
- ☑ Association national banking association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ 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	

B. Trademark Registration No.(s)

2,220,305 2,129,256

Additional numbers attached ☐ Yes ☑ No

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: 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)

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: 15

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

{03720_00/9902/00390092.DOC.}

US PATENT & TRADEMARK OFFICE
2000 MAY -5 A 8:44
TRADEMARK FEE PROCESS RECEIVED
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05/25/2000 ASDOTT 00000036 200052
01 FC:481 40.00 CH
02 FC:482 225.00 CH

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated effective as of December 10, 1999, is made by GB ACQUISITION, INC., a Tennessee corporation, whose address is 100 East 10th Street, Suite 600, Times Building, Chattanooga, Tennessee 37402 (the "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association whose address is 633 Chestnut Street, Chattanooga, Tennessee 37450, as Agent for the Lenders under the Credit Agreement hereinafter described (hereinafter referred to as "Secured Party").

WITNESSETH:

WHEREAS, on even date herewith, Grantor, Trolley Barn Brewery, Inc., ("Trolley"), Big River Breweries, Inc. ("Big River"), Big River Properties, Inc. ("River Properties") (Grantor, Trolley, Big River and River Properties are collectively referred to herein as the "Borrowers"), entered into a Credit Agreement with Secured Party, as Agent and as an initial Lender, and Imperial Bank, Heller Financial Leasing, Inc. and Firstar Bank, N.A. as initial Lenders (the "Credit Agreement"; the term "Lenders" has the meaning given that term in the Credit Agreement and includes the Lenders that are parties to or beneficiaries of the Credit Agreement from time to time); and

WHEREAS, pursuant to the Credit Agreement, the Lenders have made loans to the Borrowers in the original principal amount of Forty-Five Million Five Hundred Thousand Dollars ($45,500,000) as evidenced by a series of Term Notes payable by Borrowers to Lenders in the aggregate principal amount of Thirty-Five Million Five Hundred Thousand Dollars ($35,500,000) and a series of Revolving Credit Notes payable by Borrowers to Lenders in an aggregate principal amount of Ten Million Dollars ($10,000,000); and

WHEREAS, it is a condition to the Lenders entering into the Credit Agreement and making the loans thereunder that the Grantor execute this Agreement;

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce Lender to make the Loan to Grantor under the Credit Agreement, Grantor hereby agrees with Lender, as follows:

1 Defined Terms. Unless otherwise defined herein, terms which are defined in the Credit Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Collateral" has the meaning assigned to it in Section 2 of this Security Agreement.

"Credit Agreement": The term "Credit Agreement" has the meaning given such term in the recitals above and includes all modifications, renewals, extensions and replacements thereof.

"Credit Documents": The term "Credit Documents" means this Security Agreement, the Notes, the Credit Agreement, and all other documents, instruments and agreements given at any time (whether now or hereafter existing) to evidence or further secure the loans now or hereafter evidenced by the Notes and the Credit Agreement and any and all modifications, renewals, extensions and replacements thereof including, without limitation, modifications relating to any increases in such loans.

"Event of Default": The term "Event of Default" means: (i) if Borrower fails to pay any amount when due under any of the Obligations (subject to any applicable pure period provided in the Credit Agreement); or (ii) if any of the representations or warranties contained herein prove to be untrue in any material respect; or (iii) if Grantor or any other Borrower breaches any of the representations, warranties, covenants or agreements contained herein (subject to any applicable cure period for like defaults in the Credit Agreement); or (iv) if any claim of priority to the Collateral by title, lien or otherwise is asserted in any proceeding at law or in equity; or (v) if any subsequent encumbrance of the Collateral occurs or the Collateral is levied on or seized or attached by legal process; or (vi) if any "Event of Default" occurs as enumerated in the Credit Agreement.

"Lenders": The term "Lenders has the meaning given such term in the recitals above.

"Notes": The term "Notes" means the Term Notes and Revolving Credit Notes referred to in the recitals above and also includes all other promissory notes now or hereafter outstanding under the Credit Agreement including any promissory notes evidencing increases in the loans thereunder, and all modifications, renewals, extensions and replacements of any of the foregoing.

"Obligations": The term "Obligations" means all indebtedness, obligations (including, without limitation, reimbursement obligations relating to letters of credit) and liabilities of Grantor or any other Borrower to Agent and Lenders (or any of them) of every kind, nature and character which may be outstanding at any time, now or hereafter existing, howsoever evidenced or created, actual, direct, contingent or otherwise including any and all future advances regardless of the class of such future advances, and all interest (including, without limitation, interest that, but for the filing of a petition in bankruptcy, would accrue), charges and amounts due on any of the foregoing and all renewals, extensions, modifications and replacements thereof, arising under or in connection with the Credit Agreement, the Notes, or any other Credit Document.

"Proceeds" means "proceeds," as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any person acting under color of governmental authority, (c) all judgments in favor of Grantor in respect of the Collateral, and (d) all other amounts

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from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

"Security Agreement" means this Trademark Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Trademarks" means (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 (b) 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 hereto.

"Trademark License" means 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 hereto.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of Tennessee.

2 Grant of Security Interest. As collateral security for the due and punctual payment and performance of the Obligations, Grantor hereby assigns and grants to Secured Party (as agent for and for the benefit of Lenders and in its individual capacity as agent) a security interest in all of Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(i all Trademarks;

(ii all Trademark Licenses; and

(iii to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

including, without limitation, the Collateral described in Schedule A attached hereto and incorporated herein.

3 Representations and Warranties Concerning Trademarks. Grantor represents and warrants that Schedule A hereto includes all of Grantor's registered Trademarks and Trademark Licenses as of the date hereof. To the best of Grantor's knowledge, each Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in Schedule A, none of the Trademarks is the subject of any licensing or franchise or other agreement. All licenses of the Trademarks are in force and effect and, to the best knowledge of Grantor, not in default. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Trademark. No action or proceeding is pending (i) seeking to

limit, cancel or question the validity of any Trademark or Grantor's ownership thereof, or (ii) which, if adversely determined, could have a material adverse effect on the value of any Trademark.

4 Covenants. Grantor covenants and agrees with Secured Party that, from and after the date of this Security Agreement until the Obligations are paid in full and all commitments from any Lender terminated:

(a Further Documentation. From time to time, upon the written request of Secured Party, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code as in effect in any jurisdiction with respect to the liens created hereby and the recording of this Security Agreement with respect to the Trademarks that are registered with the U.S. Patent and Trademark Office or other trademark registry. Grantor also hereby authorizes Secured Party to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b Limitation on Lien on Collateral. Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral or any portion thereof, other than the security interests created hereby, and other than as permitted pursuant to the Credit Agreement, and will take all commercially reasonable actions that are necessary to defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c Limitations on Dispositions of Collateral. Grantor will not sell, transfer or otherwise dispose of any of the Collateral other than licenses or use in the ordinary course of business, or attempt, offer or contract to do so except as specifically permitted in the Credit Agreement.

(d Notices. Grantor will advise Secured Party promptly, in reasonable detail, at Secured Party's address set forth in the Credit Agreement, (i of any lien (other than liens created hereby or permitted under the Credit Agreement) on, or claim asserted against, the Collateral or any portion thereof, and (ii of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

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(e Trademarks.

(i Grantor (either itself or through licensees) will, except after written consent from Secured Party with respect to any Trademark that the Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to do so, (A) continue to use such Trademark free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of such Trademark unless within 30 days after such use or adoption, Secured Party, for the benefit of Lenders and in its individual capacity as agent, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated or be deemed generic.

(ii Grantor will promptly notify Secured Party if Grantor knows, or has reason to know, that any application relating to any Trademark may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding Grantor's ownership of any Trademark or its right to register the same or to use, keep and maintain the same.

(iii Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Secured Party within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Secured Party, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's security interest in any newly filed Trademark (or the application related thereto) and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes and appoints Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(iv Grantor, except after written consent from Secured Party with respect to any Trademark which Grantor shall reasonably determine is of immaterial economic value to it, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each registration of any of the Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

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(v In the event Grantor knows or has reason to know that any Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, Grantor shall promptly notify Secured Party after it learns thereof and shall, unless Grantor shall reasonably determine that such Trademark is of immaterial economic value to Grantor which determination Grantor shall promptly report to Secured Party, promptly sue for infringement, misappropriation or dilution, or take such other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Trademark.

(f) Performance of License and Other Agreements. Grantor shall diligently perform and observe all of the terms, covenants and conditions of any licensing, franchise or other agreement (whether Grantor is licensor or licensee or otherwise) relating to the Collateral including, without limitation, the Trademark Assignment and Co-Existence Agreement between Gordon Biersch Brewing Company, Inc. and GB Acquisition, Inc. dated as of December 10, 1999, shall maintain all of such agreements in full force and effect, and shall not terminate, cancel, modify, change, supplement, alter, amend, assign or license any such agreements in any respect, either orally or in writing. Grantor hereby assigns to Secured Party (for the benefit of the Lenders) as further security for the payment and performance of the Obligations, all of the rights, privileges and prerogatives of the Grantor under any such agreement to assign, license, terminate, cancel, modify, change, supplement, alter or amend any such agreement. Grantor shall provide Secured Party prompt written notice of any default under any such agreement (whether on behalf of Grantor or the other party thereto) and hereby constitutes and appoints Secured Party as attorney-in-fact to take all action necessary to continue all of those agreements in full force and effect (such power being coupled with an interest is irrevocable until the Obligations are paid in full).

5 Secured Party's Appointment as Attorney-in-Fact.

(a Powers. Grantor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default, in Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, Grantor hereby gives Secured Party the power and right, on behalf of Grantor, without notice to or assent by Grantor, to do the following:

(i at any time after any Event of Default shall have occurred in the name of Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii (a) to direct any party liable for any payment under any of the Collateral to make payment of any and all monies due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (b) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (c) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (d) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (e) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (f) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate, (g) to assign any Trademark (along with goodwill of the business to which such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, and (h) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Grantor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and the liens of Secured Party thereon and to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do.

Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b Other Powers. Grantor also authorizes Secured Party, at any time and from time to time, to execute, in connection with any sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c No Duty on the Part of Secured Party. The powers conferred on Secured Party hereunder are solely to protect the interests of Secured Party in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

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6 Performance by Secured Party of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Secured Party, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance with such agreement, the expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the Default Rate provided in the Credit Agreement, shall be payable by Grantor to Secured Party on demand and shall constitute Obligations secured hereby.

7 Proceeds. It is agreed that if an Event of Default shall occur (a all Proceeds received by Grantor consisting of cash, checks and other cash equivalents shall be held by Grantor in trust for Secured Party, segregated from other funds of Grantor, and shall, forthwith upon receipt by Grantor, be turned over to Secured Party in the exact form received by Grantor (duly endorsed by Grantor to Secured Party, if required), and (b any and all such Proceeds received by Secured Party (whether from Grantor or otherwise) shall promptly be applied by Secured Party against the Obligations (whether matured or unmatured), such application to be in such order as Secured Party shall elect. Any balance of such Proceeds remaining after the Obligations shall have been paid in full shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive the same.

8 Remedies. If an Event of Default shall occur, Secured Party may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Secured Party without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Grantor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any office of Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or on future delivery without assumption of any credit risk. Secured Party and any other Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Grantor, which right or equity is hereby waived or released. Grantor further agrees, at Secured Party's request, to assemble the Collateral and make it available to Secured Party at places which Secured Party shall reasonably select, whether at Grantor's premises or elsewhere. Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Secured Party hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as Secured Party may elect, and only after such application and after the payment by Secured Party of any other amount required by any provision of law, including, without limitation, Section 9-504(l)(c) of the UCC, need Secured Party account for the surplus, if any, to the Grantor. To the extent permitted by applicable law, Grantor waives all claims, damages and demands it may acquire against Secured Party arising out of the exercise by Secured Party of any rights hereunder. If any

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notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by Secured Party to collect such deficiency.

9 Limitation on Duties Regarding Preservation of Collateral. Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Secured Party would deal with similar property for its own account. Neither Secured Party nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or otherwise.

10 Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11 Severability. If any provision hereof or the application thereof shall to any extent be invalid or unenforceable with respect to any person or circumstance (i) the validity and enforceability of the remainder of this Security Agreement shall not be affected; (ii) such provision, as to such person or circumstance, shall be deemed modified to the minimum extent necessary to make such provision valid and enforceable without affecting the application of such provision to any other person or circumstance; and (iii) such provision shall be valid, enforceable and enforced in its modified form against such person or in such circumstance. In any action or proceeding involving bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if this Security Agreement would otherwise be held or determined to be void, invalid or unenforceable on account of the amount of the Obligations secured hereby, then notwithstanding any other provision hereof to the contrary, the amount of the Obligations secured hereby shall for these purposes only and without affecting any other Credit Document, without further action by Grantor, Borrowers, Secured Party, or any other person, be automatically limited to the highest amount which is valid and enforceable as determined in such action or proceeding.

12 Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13 No Waiver; Cumulative Remedies. Secured Party shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Secured Party of any right or remedy hereunder on any occasion shall not be

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construed as a bar to any right or remedy which Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14 Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Secured Party. Grantor shall not be permitted to assign this Security Agreement or any interest herein or in the Collateral, or otherwise pledge, encumber, or grant any option with respect to the Collateral. Grantor acknowledges that Secured Party has been appointed as "Agent" hereunder pursuant to the Credit Agreement. Secured Party may resign as Agent and a successor Agent may be appointed in the manner provided for in the Credit Agreement for resignation and appointment of a successor Agent. Upon the acceptance of any appointment as Agent by a successor Agent, the successor Agent shall thereupon succeed to and become vested with all rights, powers, privileges and duties of the retiring Agent (Secured Party) under this Agreement and shall thereafter be the "Secured Party" hereunder, and the retiring Agent (Secured Party) shall thereupon be discharged from its duties and obligations under this Agreement and shall deliver any Collateral in its possession to the successor Agent (Secured Party). After any retiring Agent's (Secured Party's) resignation, the provisions of this Agreement shall continue to inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Agent (Secured Party).

15 Notices. Any and all notices, elections or demands permitted or required to be made under this Security Agreement or any of the Credit Documents shall be made in accordance with the terms of the Credit Agreement.

16 Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee applicable to contracts to be wholly performed in such State.

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IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

GB ACQUISITION, INC., a Tennessee corporation

By: C. A. Stockett
Title: VP

SECURED PARTY:

BANK OF AMERICA, INC., as Agent

By: [illegible]
Title: Sr VP

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared C. Andrew Stockett with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of GB ACQUISITION, INC., the within named bargainor, a corporation, and that he as such Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice President

WITNESS my hand, at office in Hamilton County, Tennessee, this 10th day of December, 1999.

Phyllis A. Mason
Notary Public
My Commission Expires: 6/24/2000

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STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Lawrence M. Richey with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the ____ Sr. Vice President of Bank of America, N.A., the within named bargainor, a corporation, and that he as such Sr. Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Sr. Vice President

WITNESS my hand, at office in Hamilton County, Tennessee, this 10th day of December, 1999.

Phyllis A. Mason
Notary Public

My Commission Expires: 6/24/2000

TRADEMARK
REEL: 002078 FRAME: 0424

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 BIERSCH	**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 BIERSCH 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.

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