

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gordon Biersch Brewery Restaurant Group, Inc.		10/27/2004	CORPORATION: TENNESSEE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GB Acquisition, Inc.
<b>Street Address:</b>	100 East 10th Street
<b>City:</b>	Chattanooga
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37402
<b>Entity Type:</b>	CORPORATION: TENNESSEE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2791007	

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(423)962-6300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	404-962-6100
<b>Email:</b>	pliner@millermartin.com
<b>Correspondent Name:</b>	Charles W. Forlidas
<b>Address Line 1:</b>	1170 Peachtree Street N.E.
<b>Address Line 2:</b>	Suite 800
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-7649

<b>ATTORNEY DOCKET NUMBER:</b>	08912-0123
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<b>NAME OF SUBMITTER:</b>	Patricia P. Liner
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**Total Attachments: 7**  
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**TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** (the "Assignment") is made and entered into as of October 27, 2004 (the "Effective Date") by and between **GORDON BIERSCH BREWERY RESTAURANT GROUP, INC.**, a corporation formed under the laws of Tennessee ("Assignor"), and **GB ACQUISITION, INC.**, a corporation formed under the laws of Tennessee ("Assignee").

**WHEREAS**, Assignor is the owner of 100% of the stock of Assignee; and

**WHEREAS**, Assignor and Assignee have entered into that certain Amended and Restated Financing Agreement, dated as of October 27, 2004 (the "Financing Agreement"), by and among Assignor, Assignee, **BIG RIVER BREWERIES, INC.**, a Tennessee corporation, each Person listed as a "Guarantor" on the signature pages thereto, the lenders from time to time party thereto, **ABLECO FINANCE LLC**, a Delaware limited liability company, as collateral agent for the lenders, and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as administrative agent for the lenders; and

**WHEREAS**, in connection with the refinancing of Assignor evidenced by the Financing Agreement, the parties to the Financing Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to certain intangible assets currently owned by Assignor listed on Schedule A attached hereto (the "Trademarks"); and

**WHEREAS**, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Trademarks, and Assignor wishes to assign same to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Transfer of Assets. Assignor, for good and valuable consideration, does hereby grant, bargain, sell, transfer, convey, assign, alienate, remise, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in, to and under all of the Trademarks together with the goodwill associated therewith and symbolized thereby, and the entire business and/or portion thereof to which the Trademarks pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor will, at its sole cost and expense, provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Trademarks in Assignee, its successors, assigns or other legal representatives.

3. Successors and Assigns. The provisions hereof shall inure to the benefit of and be binding upon Assignee and Assignor, and the successors and assigns of Assignee and Assignor.

4. General Warranty. Assignor does hereby bind itself, and its successors and assigns, to warrant and defend all and singular, title to all of the Trademarks, whether tangible or intangible, unto Assignees, its successors and its permitted assigns against every person.

5. Governing Law; Disputes. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to any state's conflict of laws principles.

6. Section Headings. The section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as an instrument under seal as of the Effective Date.

ASSIGNOR:

**GORDON BIERSCH BREWERY RESTAURANT GROUP,  
INC.**

By: 

Name: *C. Andrew Stockitt*

Title: *CFO*

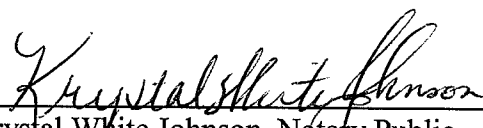
**CERTIFICATE OF ACKNOWLEDGMENT**

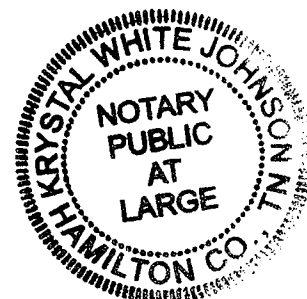
STATE OF TENNESSEE

SS.:

COUNTY OF HAMILTON

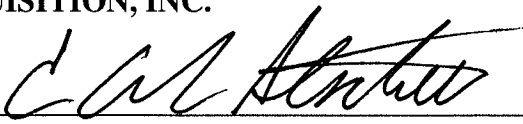
On this 27<sup>th</sup> day of October, 2004, before me personally came C. Andrew Stockett, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the CFO of Gordon Biersch Brewery Restaurant Group, Inc., a Tennessee corporation, and that he executed the foregoing instrument in the firm name of Gordon Biersch Brewery Restaurant Group, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

  
\_\_\_\_\_  
Krystal White Johnson, Notary Public  
My Commission Expires: 08/24/2008



ASSIGNEE:

**GB ACQUISITION, INC.**

By: 

Name: *C. Andrew Stockitt*

Title: *CFO*

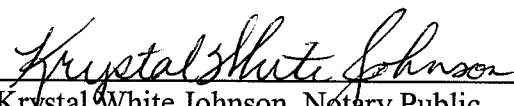
**CERTIFICATE OF ACKNOWLEDGMENT**

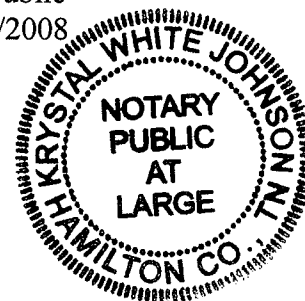
STATE OF TENNESSEE

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Krystal White Johnson, Notary Public  
My Commission Expires: 08/24/2008





**SCHEDULE A**

**U.S.**  
**Trademark Registrations and Application**

<b><u>Mark</u></b>	<b><u>Reg. No./Ser. No.</u></b>
MISCELLANEOUS DESIGN (Beer and Hand)	2,791,007

**South Korea**  
**Trademark Registration**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>
GORDON BIRSCH	