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| Form PTO-1594<br>(Rev. 03/01)<br>OMB No. 0651-0027 (exp.<br>5/31/2002)<br>Tab settings | <b>RECORDATION FORM COVER SHEET</b><br><b>TRADEMARKS ONLY</b> | U.S. DEPARTMENT OF COMMERCE<br>U.S. Patent and Trademark Office |
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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| <b>1. Name of conveying party(ies):</b><br><b>Gordon Biersch Brewery Restaurant Group, Inc.</b><br><br><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association<br><input checked="" type="checkbox"/> Corporation - <b>Tennessee</b><br><input type="checkbox"/> Other<br><br>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <b>2. Name and address of receiving party(ies)</b><br>Name: <b>GB Acquisition, Inc.</b><br>Internal<br>Address: <b>100 East 10th Street</b><br>Street Address:<br>City: <b>Chattanooga</b> State: <b>TN</b> Zip: <b>37402</b><br><input type="checkbox"/> Individual(s) citizenship _____<br><input type="checkbox"/> Association _____<br><input type="checkbox"/> General Partnership _____<br><br><input type="checkbox"/> Limited Partnership<br><input checked="" type="checkbox"/> Corporation - <b>Tennessee</b><br><input type="checkbox"/> Other<br><br>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(Designations must be a separate document from assignment)<br>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>3. Nature of conveyance:</b><br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement<br><input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other<br><br>Execution Date: <b>October 27, 2004</b>  |  |

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| <b>4. Application number(s) or registration number(s):</b><br>A. Trademark Application No.(s)<br><br>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | B. Trademark Registration No.(s)<br><b>2791007</b> |
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| <b>5. Name and address of party to whom correspondence concerning document should be mailed:</b><br><br>Name: <b>Daniel Angel, Esq.</b><br>Internal Address: <b>Schulte Roth &amp; Zabel LLP</b><br><br><br>Street Address: <b>919 Third Avenue</b><br><br><br>City: <b>New York</b> State: <b>N.Y.</b> Zip: <b>10022</b> | <b>6. Total number of applications and registrations involved:</b> .....<br><br><b>7. Total fee (37 CFR 3.41):</b> ..... \$ <b>40.00</b><br><input type="checkbox"/> Enclosed<br><input checked="" type="checkbox"/> Authorized to be charged to deposit account<br><br><b>8. Deposit account number:</b><br><b>500675 - Schulte Roth &amp; Zabel LLP P/Order No. 014951/0597</b><br><br>(Attach duplicate copy of this page if paying by deposit account) |
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**DO NOT USE THIS SPACE**

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| <b>9. Statement and signature.</b><br><i>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.</i> |                                  |
| <b>Daniel Angel, Esq.</b><br>Name of Person Signing   | <br>Signature                    |
|   | <b>November 12, 2004</b><br>Date |
| Total number of pages including cover sheet, attachments, and document:   |                                  |

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

CH \$40.00 500675 2791007

Execution Version

**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: *C. Andrew Stockett*

Name: *C. Andrew Stockett*

Title: *CFO*

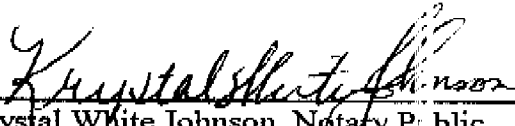
**CERTIFICATE OF ACKNOWLEDGMENT**

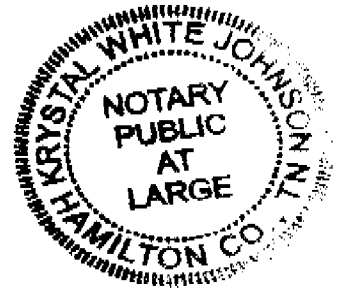
STATE OF TENNESSEE

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 the 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



**GB ACQUISITION, INC.**

By: 

Name: *C. Andrew Stockett*

Title: *CFO*

**CERTIFICATE OF ACKNOWLEDGMENT**

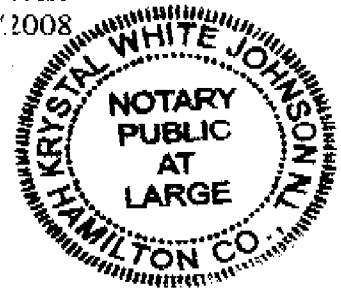
STATE OF TENNESSEE

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



**SCHEDULE A**

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

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

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

| <u>Mark</u>    | <u>Reg. No.</u> |
|----------------|-----------------|
| GORDON BIERSCH |                 |