

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BIG RIVER BREWERIES, INC.		12/13/2007	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	WELLS FARGO Foothill, INC., AS COLLATERAL AGENT
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2039664	BIG RIVER GRILLE & BREWING WORKS
Serial Number:	77142215	BIG RIVER BREWING COMPANY
Registration Number:	3062780	BIG RIVER GRILLE & BREWING WORKS IRON HORSE STOUT BREWED FRESH IN CHATTANOOGA
Registration Number:	2237964	NEW WORLD CUISINE & FRESH BEER A1A ALE WORKS "WORTH CROSSING THE ROAD FOR!"
Registration Number:	3253230	RAGTIME TAVERN
Serial Number:	78804372	RED BRICK ALE
Registration Number:	2557678	SEVEN BRIDGES GRILLE & BREWERY
Registration Number:	3186816	SEVEN BRIDGES GRILLE & BREWERY
Registration Number:	2332635	SOUTHERN FLYER LIGHT LAGER
Registration Number:	2379311	SOUTHERN FLYER LIGHT LAGER
Registration Number:	2428447	SWEET MAGNOLIA AMERICAN BROWN ALE
Registration Number:	2341256	SWEET MAGNOLIA

CH \$415.00 2039664

Serial Number:	78830003	WILD RACE A CAUSE FOR NATURE AND MAN-KIND ALIKE. BIG RIVER BREWERIES, INC.
Registration Number:	2333153	WILD RACE
Registration Number:	2630258	WILD RACE A CAUSE FOR NATURE AND MAN-KIND ALIKE. BIG RIVER BREWERIES, INC.
Registration Number:	2637937	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:	12/14/2007

Total Attachments: 15
source=2nd A&R TSA - BR Breweries#page1.tif
source=2nd A&R TSA - BR Breweries#page2.tif
source=2nd A&R TSA - BR Breweries#page3.tif
source=2nd A&R TSA - BR Breweries#page4.tif
source=2nd A&R TSA - BR Breweries#page5.tif
source=2nd A&R TSA - BR Breweries#page6.tif
source=2nd A&R TSA - BR Breweries#page7.tif
source=2nd A&R TSA - BR Breweries#page8.tif
source=2nd A&R TSA - BR Breweries#page9.tif
source=2nd A&R TSA - BR Breweries#page10.tif
source=2nd A&R TSA - BR Breweries#page11.tif
source=2nd A&R TSA - BR Breweries#page12.tif
source=2nd A&R TSA - BR Breweries#page13.tif
source=2nd A&R TSA - BR Breweries#page14.tif
source=2nd A&R TSA - BR Breweries#page15.tif

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated effective as of December 13, 2007, is made by **BIG RIVER BREWERIES, INC.**, a Tennessee corporation, whose address is 2001 Riverside Drive, Suite 3100, Chattanooga, Tennessee 37406 (the "Grantor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation ("WFF"), whose address is 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, as Collateral Agent for the Lenders under the Financing Agreement hereinafter described (in such capacity, hereinafter referred to as "Secured Party").

WITNESSETH:

WHEREAS, Grantor and Secured Party, as the secured party thereunder, previously entered into that certain Amended and Restated Trademark Security Agreement, dated as of November 15, 2006 (the "Existing Trademark Security Agreement"), in order to, among other things, secure Grantor's obligations under and with respect to the Financing Agreement (as defined below);

WHEREAS, **GORDON BIRSCH BREWERY RESTAURANT GROUP, INC.**, a Tennessee corporation ("Parent"), the Grantor, **GB ACQUISITION, INC.**, a Tennessee corporation ("GB") and together with the Grantor, each a "Borrower" and collectively, the "Borrowers"), each person listed as a "Guarantor" on the signature pages thereto, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), the Secured Party, in its capacity as collateral agent for the Lenders (in such capacity, the "Collateral Agent"), WFF, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as syndication agent, are parties to the Third Amended and Restated Financing Agreement, dated as of the date hereof (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Financing Agreement"), pursuant to which the Lenders have agreed to make certain loans (collectively, the "Loans") to the Borrowers; and

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

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make the Loans to Borrowers under the Financing Agreement, Grantor hereby agrees with Secured Party, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Financing 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(a) of this Security Agreement.

"First Priority Security Interest" has the meaning set forth in Section 2(a).

“First Priority Security Interest Holders” means (a) the holders of the Revolving Credit Commitment, the Delayed Draw Term Loan Commitment, the Term Loan A Commitment, the Revolving Loans, the Obligations with respect to the Letters of Credit, the Delayed Draw Term Loan, the Term Loan A and all related Obligations, and (b) the Bank Product Providers, solely to the extent of the Bank Product Reserve (it being understood and agreed that the Bank Product Providers shall also be Third Priority Security Interest Holders to the extent that the Bank Product Obligations exceed the Bank Product Reserve).

“Proceeds” means “proceeds,” as such term is defined in Section 9-102 of the Uniform Commercial Code 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 from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

“Second Priority Security Interest” has the meaning set forth in Section 2(b).

“Second Priority Security Interest Holders” means the holders of the Term Loan B Commitment, the Term Loan B and all related Obligations.

“Security Agreement” means this Second Amended and Restated Trademark Security Agreement, as amended, supplemented or otherwise modified from time to time.

“Third Priority Security Interest” has the meaning set forth in Section 2(c).

“Third Priority Security Interest Holders” means the Bank Product Providers and holders of all other Obligations not referenced in the definition of First Priority Security Interest Holders or Second Priority Security Interest Holders.

“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.

2. Grant of Security Interest.

(a) Grant of Security to First Priority Security Interest Holders. As collateral security for the due and punctual payment and performance of the Obligations owing to the First Priority Security Interest Holders, Grantor hereby assigns and grants to Secured Party, for the benefit

of the First Priority Security Interest Holders, a continuing security interest (the "First Priority 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.

(b) Grant of Security to Second Priority Security Interest Holders. As collateral security for the due and punctual payment and performance of the Obligations owing to the Second Priority Security Interest Holders, Grantor hereby assigns and grants to Secured Party, for the benefit of the Second Priority Security Interest Holders, a continuing security interest in the Collateral, subject and subordinate only to the First Priority Security Interest (the "Second Priority Security Interest").

(c) Grant of Security to Third Priority Security Interest Holders. As collateral security for the due and punctual payment and performance of the Obligations owing to the Third Priority Security Interest Holders, Grantor hereby assigns and grants to Secured Party, for the benefit of the Third Priority Security Interest Holders, a continuing security interest in the Collateral, subject and subordinate only to the First Priority Security Interest and the Second Priority Security Interest (the "Third Priority Security Interest" and together with the First Priority Security Interest and the Second Priority Security Interest, the "Security Interest").

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. Except as set forth in Schedule A, 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 Financing 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 Financing Agreement.

(d) Notices. Grantor will advise Secured Party promptly, in reasonable detail, at Secured Party's address set forth in the Financing Agreement, (i) of any lien (other than liens created hereby or permitted under the Financing 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.

(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.

(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, 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 First Priority Security Interest Holders, the Second Priority Security Interest Holders and the Third Priority Security Interest Holders, 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 maybe 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.

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 Financing 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, for the benefit of the First Priority Security Interest Holders, the Second Priority Security Interest Holders and the Third Priority Security Interest Holders, segregated from other funds of Grantor, and shall, forthwith upon receipt by Grantor, be turned over to Secured Party, for the benefit of the First Priority Security Interest Holders, the Second Priority Security Interest Holders and the Third Priority Security Interest Holders, 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 Uniform Commercial Code. 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 9-615 of the Uniform Commercial Code, 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 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 Uniform Commercial Code 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 Loan 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 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 "Collateral Agent" hereunder pursuant to the Financing Agreement. Secured Party may resign as Collateral Agent and a successor Collateral Agent may be appointed in the manner provided for in the Financing Agreement for resignation and appointment of a successor Collateral Agent. Upon the acceptance of any appointment as Collateral Agent by a successor Collateral Agent, the successor Collateral Agent shall thereupon succeed to and become vested with all rights, powers, privileges and duties of the retiring Collateral Agent (Secured Party) under this Security Agreement and shall thereafter be the "Secured Party" hereunder, and the retiring Collateral Agent (Secured Party) shall thereupon be discharged from its duties and obligations under this Security Agreement and shall deliver any Collateral in its possession to the successor Collateral Agent (Secured Party). After any retiring Collateral Agent's (Secured Party's) resignation, the provisions of this Security Agreement shall continue to inure to its benefit as to any actions taken or omitted to be taken by it under this Security Agreement while it was Collateral 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 Loan Documents shall be made in accordance with the terms of the Financing Agreement.

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

17. Amended and Restated Agreement; No Novation. This Security Agreement amends, restates, supersedes and replaces the Existing Trademark Security Agreement. Nothing herein contained shall be construed as a novation of the obligations outstanding under the Existing Trademark Security Agreement, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Security Agreement shall be construed as a release or other discharge of any Grantor under the Existing Trademark Security Agreement. Each Grantor hereby confirms and agrees that on and after

the date hereof all references in any Loan Document to “the Trademark Security Agreement”, “thereto”, “thereof”, “thereunder” or words of like import referring to the Existing Trademark Security Agreement shall mean and be a reference to this Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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:

BIG RIVER BREWERIES, INC.,
a Tennessee corporation





By: 
Title: Sr VP CFO and Secy




SECURED PARTY:

WELLS FARGO FOOTHILL, INC.,
a California Corporation

By: 
Title: VP

**ASSIGNMENT
REVISED SCHEDULE A**

FEDERAL		
Mark	Reg./Serial No. Reg./Filing Date	Classes/Goods/Services
BIG RIVER GRILLE & BREWING WORKS	2,039,664 25 Feb. 1997	42 Restaurant services.
BIG RIVER BREWING COMPANY	77/142,215 28 Mar. 2007	32 Beer, Ale
	3,062,780 28 Feb. 2006	32 Ale.
	2,237,964 13 Apr. 1999	25 Clothing, namely, shirts and hats. 42 Restaurant and brewery serving food and beverages.
RAGTIME TAVERN	3,253,230	43 Bar, restaurant and catering services.
RED BRICK ALE	78/804,372 1 Feb. 2006	32 Beer and ale.
SEVEN BRIDGES GRILLE & BREWERY	2,557,678 09 Apr. 2002	42 Restaurant services.
SEVEN BRIDGES GRILLE & BREWERY	3,186,816	43 Bar, restaurant and catering services.
SOUTHERN FLYER LIGHT LAGER	2,332,635 21 Mar. 2000	32 Ale.
	2,379,311 22 Aug. 2000	32 Ale.
	2,428,447 13 Feb. 2001	32 Ale.

SWEET MAGNOLIA	2,341,256 11 Apr. 2000	32 Ale.
	78/830,003 6 Mar. 2006	32 Beer and ale.
WILD RACE	2,333,153 21 Mar. 2000	41 Entertainment services, namely, foot races.
	2,630,258 08 Oct. 2002	41 Entertainment services, namely, foot races.
	2,637,937 22 Oct. 2002	32 Ale.
STATE		
A1A HONEY ALE	Florida T95000001106 07 Sep. 1995	32 Alcoholic beverages, namely, ale.
RED BRICK ALE	Florida T94000001576 19 Dec. 1994	32 Alcoholic beverages, namely, ale.

License from GB Acquisition, Inc.

GB Acquisition, Inc. licenses the right to use the "Gordon Biersch" trade name to Big River Breweries pursuant to an oral license agreement. Big River Breweries, Inc. pays a royalty charge of \$25,000 per new store opening and 5% of sales each year to GB Acquisition, Inc.

Common Law Trademarks

Mark	Goods/Services
16 TH AVENUE PILSNER	Beer
A1A ALE WORKS BREWERY RESTAURANT WORTH CROSSING THE ROAD FOR	Restaurant services
BLONDE BOCK	Beer
BLUEWATER GRILLE	Restaurant services
CZECH LAGER	Beer
DUNKLES	Beer
EVERY GUEST, EVERY TIME	Restaurant services
FESTBIER	Beer
GOLDEN EXPORT	Beer
MAIBOCK	Beer
MÄRZEN	Beer
NASHVILLE STEAMER	Ale
PILSNER	Beer
RAGTIME TAVERN SEAFOOD & GRILLE	Restaurant services
SCHWARZBIER	Beer
SOUTHSIDE JACKSONVILLE SEVEN BRIDGES GRILL & BREWERY	Restaurant services
THICK BRICK RED ALE	Ale
WINTER BOCK	Beer