

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIBC, Inc.		09/29/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	Goose Holdings, Inc.
Street Address:	1800 W. Fulton Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60612
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	76581920	BOURBON COUNTY STOUT
Serial Number:	76576679	DEMOLITION
Serial Number:	76575269	PERE JACQUES
Serial Number:	75135496	SUMMERTIME
Serial Number:	75538506	
Serial Number:	75537870	
Serial Number:	75487805	GOOSE ISLAND ROOT BEER
Serial Number:	75487803	GOOSE ISLAND BREWING CO.
Serial Number:	75249061	GOOSE ISLAND
Serial Number:	74665852	GOOSE ISLAND HONKER'S ALE CRAFT BREWED & BOTTLE CONDITIONED CHICAGO, ILLINOIS
Serial Number:	74655245	GOOSE ISLAND BREWING CO.
Serial Number:	74655236	HONKER'S ALE
Serial Number:	74655099	GOOSE ISLAND

CH \$340.00 76581920

CORRESPONDENCE DATA

Fax Number: (206)359-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 206-359-8000
Email: pctrademarks@perkinscoie.com
Correspondent Name: Grace Han Stanton
Address Line 1: 1201 Third Avenue, Suite 4800
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	77321-4000
NAME OF SUBMITTER:	Grace Han Stanton
Signature:	/Grace Han Stanton/
Date:	04/07/2008

Total Attachments: 7
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ASSIGNMENT AGREEMENT

This Agreement (this "*Agreement*"), dated as of September 29, 2006, is made and entered into by and between Goose Holdings, Inc., an Illinois corporation f/k/a Goose Island Beer Co. ("*Goose*"), and GIBC, Inc., an Illinois corporation ("*GIBC*").

Recitals

A. Pursuant to that certain Contribution Agreement, dated as of June 6, 2006, by and among Goose and Widmer Brothers Brewing Company (the "*Purchase Agreement*"), Goose has agreed to contribute certain assets currently owned by GIBC (and being assigned to Goose pursuant to the terms of this Agreement) to Fulton Street Brewery, LLC, an Illinois limited liability company, including certain names, domain names, logos, trade names, trademarks, service marks, trade dress, design, marks, brands, copyrights in any designs and other copyrightable subject matter, and other product identifiers set forth on *Exhibit A* attached to this Agreement (collectively, the "*Goose Marks*").

B. As a condition precedent to the closing of the Purchase Agreement, Goose and GIBC desire to enter into this Agreement in order for GIBC to assign to Goose all of its rights in and to the Goose Marks and certain other proprietary rights, pursuant to the following terms and conditions.

Agreement

Goose and GIBC hereby agree as follows:

Section 1. Definitions

Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Purchase Agreement. Whenever used in this Agreement with initial letters capitalized, the following terms will have the following meanings:

"*Inventions/Works*" means any composition, work of authorship, computer program, product, device, chemical structure or entity, formulation, technique, algorithm, method, process, procedure, improvement, discovery or invention, whether or not patentable or copyrightable and whether or not reduced to practice.

"*Material*" means any product, prototype, sample, model, document, diskette, tape, storage media, picture, drawing, design, recording, report, proposal, paper, note, writing or other tangible item which in whole or in part contains, embodies or manifests, whether in printed, handwritten, coded, electronic, magnetic or other form, any Inventions/Works.

"*Proprietary Rights*" means any patent, copyright, mask work, name, domain name, logo, know-how, trade name, trademark, service mark, trade dress, design mark, brand, copyright in any design, any other copyrightable subject matter, or other protected intellectual property right in any Inventions/Works or Material.

Section 2. Assignment

2.1 Assignment of Goose Marks. GIBC hereby irrevocably assigns, grants, conveys and transfers to Goose all of GIBC's right, title and interest in and to the Goose Marks, free and clear of all Liens other than Liens of MB Financial Bank, N.A.

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2.2 Assignment of Other Proprietary Rights. GIBC hereby irrevocably assigns, grants, conveys and transfers to Goose, without any separate or additional compensation, all right, title and interest that GIBC may now have in the Inventions/Works, Materials and Proprietary Rights, free and clear of all Liens other than Liens of MB Financial Bank, N.A.

2.3 Assistance. GIBC shall take such action and cause its affiliates, officers, employees and consultants to take such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be requested by Goose to evidence, transfer, vest, confirm, enforce and defend Goose's right, title and interest in the Goose Marks, Inventions/Works, Materials and Proprietary Rights described in Sections 2.1 and 2.2. GIBC shall not contest the validity of any such Proprietary Rights.

2.4 Disclosure. GIBC shall promptly disclose to Goose all of the Goose Marks, Inventions/Works, Materials and Proprietary Rights that are covered by Section 2.1 or 2.2.

Section 3. Miscellaneous

3.1 Assignment. This Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

3.2 Amendments and Waiver. The provisions of this Agreement may be amended only by the written agreement of the parties to this Agreement. Any waiver, permit, consent or approval of any kind or character on the part of any party of any provisions or conditions of this Agreement must be made in writing and will be effective only to the extent specifically set forth in writing.

3.3 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

3.4 Governing Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois without reference to its choice of law principles to the contrary.

3.5 Entire Agreement. This Agreement and those documents expressly referred to in this Agreement constitute the final agreement of the parties concerning the matters referred to in this Agreement, and supersede all prior agreements and understandings. Notwithstanding the foregoing, to the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control; provided, however, the parties acknowledge and agree that notwithstanding anything to the contrary in the Purchase Agreement, the Goose Marks, Inventions/Works, Materials and Proprietary Rights described in Sections 2.1 and 2.2 are being conveyed hereby subject to the Liens of MB Financial Bank, N.A.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

GIBC:

GOOSE:

GIBC, Inc.

Goose Holdings, Inc.

By _____

Its _____

By _____

Its _____

Address:

Address:

1800 W Fulton Street

Chicago, IL 60612

Attn: _____
John Hall

1800 W Fulton Street

Chicago, IL 60612

Attn: _____
John Hall

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EXHIBIT A

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Patents, Trademarks, Copyrights and Licenses owned by GIBC Inc.

Name	Serial Number
Bourbon County Stout	76581920
Demolition	76576679
Pere Jacques	76575269
Summertime	75135496
Goosehead Design	75538506
Goosehead Design	75537870
Goose Island Root beer	75487805
Goose Island Brewing Co.	75487803
Goose Island and Design	75249061
Goose Island Honker's Ale Craft Brewed & Bottle Conditioned Chicago, Illinois and Design	74665852
Goose Island Brewing Co. And Design	74655245
Honker's Ale	74655236
Goose Island	74655099
Goose Island Fest	090079
Goose Island Urban Grill & Brewery	Unregistered
Goose Island Brewpub	Unregistered
Goose Island Wrigleyville	Unregistered
Goose Island Urban Grill & Brewery (Cityscape picture)	Unregistered
Goose Island Handcrafted Sodas	Unregistered
Goose island Root Beer	Unregistered

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- See attached letter from Heather Macklin, Barack Ferrazzano Kirschbaum Perlman & Nagelberg LLP, to Office of the Commissioner for Trademarks, May 9th, 2006.
- Goose owns intellectual property related to the Baderbrau brand, but is not producing any product under this name.
- See Attached

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**Newco Marks
Registered U.S. Trademarks**



Mark	Status	Serial No.	Reg. No.	Class and Description	Mark
GOOSE ISLAND BREWING CO.	Registered	75/487803	2230882	Class 42: Restaurant and bar services	Brewpub
GOOSE ISLAND and Design 	Registered	75/249061	2132685	Class 32: Beer and ale	Brewpub
GOOSE ISLAND BREWING CO. and Design 	Registered	74/655245	1958818	Class 32: Beer and ale	Brewpub
GOOSE ISLAND ROOT BEER	Registered	75/487805	2230883	Class 32: Root Beer	Soda

EXHIBIT A TO TRADEMARK LICENSE AGREEMENT
[77321-0092-000000/Trademarks for GIBC license.DOC]

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RECORDED: 04/07/2008

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