

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Fulton Street Brewery, LLC
<b>Street Address:</b>	1800 W. Fulton Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60612
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3005484	BOURBON COUNTY STOUT
Registration Number:	2972488	DEMOLITION
Registration Number:	2972481	PERE JACQUES
Registration Number:	2307236	
Registration Number:	2287740	
Registration Number:	2230883	GOOSE ISLAND ROOT BEER
Registration Number:	2230882	GOOSE ISLAND BREWING CO.
Registration Number:	2132685	GOOSE ISLAND
Registration Number:	2145755	SUMMERTIME
Registration Number:	1957907	HONKER'S ALE
Registration Number:	1957898	GOOSE ISLAND
Registration Number:	2000879	GOOSE ISLAND HONKER'S ALE CRAFT BREWED & BOTTLE CONDITIONED CHICAGO, ILLINOIS
Registration Number:	1958818	GOOSE ISLAND BREWING CO.

**CH \$340.00 3005484**

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: Perkins Coie, LLC Attn: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:	04/08/2008

**Total Attachments: 7**

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## ASSIGNMENT AGREEMENT

This Agreement, dated as of September 24, 2006, is made and entered into by and between Fulton Street Brewery, LLC, an Illinois limited liability company ("*FSB*"), and Goose Holdings, Inc., an Illinois corporation f/k/a Goose Island Beer Co. ("*Goose*").

### 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 to FSB currently owned by Goose, 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 FSB desire to enter into this Agreement in order for Goose to assign to FSB 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 FSB 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.** Goose hereby irrevocably assigns, grants, conveys and transfers to FSB all of Goose'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.

**2.2 Assignment of Other Proprietary Rights.** Goose hereby irrevocably assigns, grants, conveys and transfers to FSB, without any separate or additional compensation, all right, title and

interest that Goose 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.** Goose 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 FSB to evidence, transfer, vest, confirm, enforce and defend FSB's right, title and interest in the Goose Marks, Inventions/Works, Materials and Proprietary Rights described in Sections 2.1 and 2.2. Goose shall not contest the validity of any such Proprietary Rights.

**2.4 Disclosure.** Goose shall promptly disclose to FSB all of the FSB 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.

Goose:

FSB:

Goose Holdings, Inc.

Fulton Street Brewery, LLC

By [Signature]  
Its President

By [Signature]  
Its Manager

Address:

Address:

1800 W. Fulton Street  
Chicago, IL 60612  
Attn: John Hall

1800 W. Fulton Street  
Chicago, IL 60612  
Attn: John Hall

**ACKNOWLEDGED AND AGREED:**

**WIDMER BROTHERS  
BREWING COMPANY**

By \_\_\_\_\_  
Its \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

Goose:

FSB:

Goose Holdings, Inc.

Fulton Street Brewery, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Address:

Address:

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
Attn: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**WIDMER BROTHERS  
BREWING COMPANY**

By *[Signature]*  
Its President

Address:

929 N. Russell  
Portland, OR 97227  
Attn: \_\_\_\_\_

**EXHIBIT A**

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

<b>Name</b>	<b>Serial Number</b>
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



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