

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ableco Finance LLC		11/15/2006	LIMITED LIABILITY COMPANY: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2129056	GORDON BIERSCHE GARLIC FRIES	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6344		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4049626444		
Email:	cforlidas@millermartin.com		
Correspondent Name:	Charles W. Forlidas		
Address Line 1:	1000 Volunteer Bldg., 832 Georgia Ave.		
Address Line 2:	Attn: Trademark Paralegal		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	08912-0192		
NAME OF SUBMITTER:	Charles W. Forlidas		
Signature:	/Charles W. Forlidas/		

**TRADEMARK**

900177189

REEL: 004412 FRAME: 0803

CH \$40.00 2129056

Date:

11/11/2010

**Total Attachments: 4**

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## ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT** (this "Assignment"), is dated as of November 15, 2006, and made by **ABLECO FINANCE LLC**, a Delaware limited liability company (the "Resigning Collateral Agent"), to **WELLS FARGO FOOTHILL, INC.**, a California corporation (the "Entering Collateral Agent").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 10, 1999, made by **GB ACQUISITION, INC.**, a Tennessee corporation, as grantor, in favor of Resigning Collateral Agent, as successor in interest to Bank of America, N.A., a national banking association, (the "Security Agreement"), a security interest was granted to Resigning Collateral Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 24, 2000, at Reel 002078 and Frame 0412; and

WHEREAS, the Resigning Collateral Agent desires to assign and delegate its rights, title and interest in and to the Security Agreement and the Trademark Collateral, and the Entering Collateral Agent desires to accept such assignment and assume said rights, title and interest, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Resigning Collateral Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Resigning Collateral Agent's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. Assignment and Assumption of Security Interest. The Resigning Collateral Agent hereby assigns and transfers unto the Entering Collateral Agent, and the Entering Collateral Agent hereby accepts all of the Resigning Collateral Agent's rights, title and interest in and to the Security Agreement and Trademark Collateral, as of the date hereof.

3. Representations and Warranties. Resigning Collateral Agent represents and warrants that: (i) it has the full power and authority to execute this Assignment; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement or its rights, .

4. Further Assurances. The Entering Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the Assignment contemplated hereby.

*[remainder of page intentionally blank]*

IN WITNESS WHEREOF, the undersigned have entered into this Assignment as of the date first written above.

**RESIGNING COLLATERAL AGENT:**

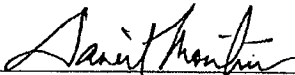
**ABLECO FINANCE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Kevin Genda  
Title: SVP

[SIGNATURE PAGE TO ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (GB ACQUISITION)]

ENTERING COLLATERAL AGENT:

WELLS FARGO FOOTHILL, INC.,  
a California corporation

By:   
Name: DANIEL MACHADO  
Title: VICE PRESIDENT

[SIGNATURE PAGE TO ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (GB ACQUISITION)]

TRADEMARK  
REEL: 004412 FRAME: 0807

**Schedule A**

**TRADEMARK COLLATERAL**

**Federal Trademarks**

Mark	Reg. No./Serial No.
GB and design	2,220,305
GORDON BIER SCH	75/849,770
GORDON BIER SCH BREWERY RESTAURANT	75/849,773
Design	75/849,772
Design	75/849,771
MAIBOCK and design	75/849,919
HEFEWEIZEN and design	75/849,921
WEISENHELLES and design	75/849,774
BEER & HAND and design	75/849,595

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