

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
Granite City Food & Brewery Ltd.		12/30/2011	CORPORATION. MINNESOTA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	Fifth Third Center, 38 Fountain Square Plaza		
Internal Address:	MD109047		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation. OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3725514	CADILLAC RANCH ALL AMERICAN BAR & GRILL	
Registration Number:	3439214	CADILLAC RANCH ROCK -N- COUNTRY BAR & GRILL	
Serial Number:	85300173	CADILLAC RANCH	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	210196-00032		
NAME OF SUBMITTER:	Carole Dobbins		

CH \$90.00 3725514

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 30, 2011, is executed and delivered by **GRANITE CITY FOOD & BREWERY LTD.**, a Minnesota corporation ("Grantor"), in favor of **FIFTH THIRD BANK**, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, "**Administrative Agent**") for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

RECITALS:

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex 1 hereto (collectively, the "**Registered Trademarks**");

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties a certain Guaranty, Pledge and Security Agreement dated as of May 10, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "**Guaranty, Pledge and Security Agreement**"); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of all Grantor's Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of all Grantor's Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

3. *Governing Law.* This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

*Remainder of Page Intentionally Left Blank
- Signature Page(s) Follow -*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANITE CITY FOOD & BREWERY LTD., a Minnesota corporation

By: 

Name: James G. Gilbertson

Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 004699 FRAME: 0095

**ANNEX 1
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
CADILLAC RANCH ALL AMERICAN BAR & GRILL	3725514	December 15, 2009	USPTO
CADILLAC RANCH ROCK-N-COUNTRY BAR & GRILL	3439214	June 3, 2008	USPTO

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
CADILLAC RANCH	85300173	April 20, 2011	USPTO