

01-14-2000



101244547

12.28.99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

01/13/2000 DCDATES 00000064 75778508

01 FEB 1999 40.00 DP  
02 FEB 1999 975.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002009 FRAME: 0330

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (813) 282-1225, ext. 1161

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75778508"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1720493"/>	<input type="text" value="1532205"/>	<input type="text" value="2075577"/>
<input type="text" value="75778509"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1737370"/>	<input type="text" value="1789557"/>	<input type="text" value="1731363"/>
<input type="text" value="75721612"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2018859"/>	<input type="text" value="1988393"/>	<input type="text" value="2071750"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joseph J. Kadow, Vice President

Name of Person Signing

Signature

10/1/99

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0851-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual    General Partnership    Limited Partnership    Corporation    Association

Other

Citizenship State of Incorporation/Organization

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**Registration Number(s)**

<input type="text" value="2126955"/>	<input type="text" value="2068382"/>	<input type="text" value="2052888"/>
<input type="text" value="1716098"/>	<input type="text" value="2005889"/>	<input type="text" value="1780666"/>
<input type="text" value="2228853"/>	<input type="text" value="1993032"/>	<input type="text" value="1895164"/>
<input type="text" value="1857996"/>	<input type="text" value="1523949"/>	<input type="text" value="2017991"/>
<input type="text" value="2052618"/>	<input type="text" value="2017992"/>	<input type="text" value="2059359"/>
<input type="text" value="2020110"/>	<input type="text" value="1992707"/>	<input type="text" value="2059358"/>
<input type="text" value="2232347"/>	<input type="text" value="2052887"/>	<input type="text" value="2120002"/>

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
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TRADEMARK

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Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="2076556"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1735048"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1987047"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1819091"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2196073"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1822985"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1826479"/>	<input type="text"/>	<input type="text"/>

## AGREEMENT FOR ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT FOR ASSIGNMENT OF TRADEMARKS ("Agreement") is entered into as of this 15<sup>th</sup> day of October, 1999, by and between OUTBACK STEAKHOUSE OF FLORIDA, INC. (hereinafter "Assignor"), a Florida corporation and wholly-owned subsidiary of Outback Steakhouse, Inc. ("OSI"), and OS ASSET, INC. (hereinafter the "Assignee"), a Florida corporation and wholly-owned subsidiary of OSI.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, service marks, trade names and service names listed on Exhibit A, attached hereto and incorporated herein, and registered in the United States Department of Commerce, Patent and Trademark Office or for which an application for registration has been filed with the United States Patent and Trademark Office (hereinafter collectively the "Trademarks");

WHEREAS, the Assignor is desirous of having Assignee to control and manage its Trademarks;

WHEREAS, the Assignor and Assignee have entered into that certain License Agreement between OAI and OSF, dated October 1, 1999 (the "License Agreement"), pursuant to which Assignee has agreed to manage the Trademarks on behalf of the Assignor and license the use of the Trademarks to the Assignor;

WHEREAS, in order to perform its obligations under the License Agreement, the Assignee, desires to acquire the Trademarks and the registrations or applications for registration thereof and the Assignor desires to assign the Trademarks and the registrations or applications for registration thereof to the Assignee;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the above recitals are true and correct and are incorporated herein by reference.
2. Assignment of Marks. Assignor does hereby assign unto Assignee all of the Trademarks, including all United States rights, title and interest in and to the Trademarks together with the goodwill of the business symbolized by the mark, and the United States Trademark registration, or application for registration thereof.
3. Further Assurances. The parties hereto agree to take any and all reasonable actions necessary to fulfill the intent of this Agreement, including but not limited to the execution and filing of one or more Applications(s) for Transfer of the Trademarks with the United States Department of Commerce, Patent and Trademark Office.
4. Waiver; Modification. No change or modification of this Agreement shall be valid or binding on the parties hereto, nor shall any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the parties hereto.
5. Successors and Assigns. Except as provided to the contrary herein, all the provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns.

6. Severability. In the event any provision or portion of this Agreement shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of this Agreement, all of which shall remain in full force and effect and shall constitute the complete understanding of the parties.

7. Applicable Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

8. Jurisdiction. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and federal courts in the State of Florida, in the judicial circuit where the Assignor has its principal office, for resolution of all disputes and causes of action arising out of this Agreement, and each party hereby waives all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

10. Paragraph Headings. The paragraph headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or in any way affect this Agreement.

11. Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

12. Singulars and Plurals. Where required to conform to common English usage and to permit a consistent, reasonable construction of this Agreement, words appearing in the singular shall be deemed to be in the plural, words in the plural shall be deemed to be in the singular, and subjects and verbs shall be deemed to agree with each other in the proper sense.

13. Prior Agreements Superseded. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement between them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, between the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized corporate officers, all as of the day and year first above written.

**"ASSIGNOR"**

**OUTBACK STEAKHOUSE OF FLORIDA, INC.**

By: [Signature]  
Joseph J. Kadow, Secretary

**"ASSIGNEE"**

**OS ASSET, INC.**


By: [Signature]  
Kelly M. Braun, President

STATE OF FLORIDA                                    )  
  ) ss  
COUNTY OF HILLSBOROUGH                                    )

On this   /  /   day of October, 1999, before me, personally came JOSEPH J. KADOW and KELLY M. BRAUN, who are personally known to me, and each being first duly sworn, did depose and say that they executed the foregoing on behalf of said corporation by order of the Board of Directors of said corporation.

(NOTARY SEAL)

[Signature]  
(Notary Signature)  
NOTARY PUBLIC  
Commission No. CC629617  
3/13/2001

 Norm P. DeGuenther  
MY COMMISSION # CC629617 EXPIRES  
March 13, 2001  
BONDED THRU TROY FAIN INSURANCE, INC.

**EXHIBIT A**

**OUTBACK STEAKHOUSE OF FLORIDA REGISTERED U.S. TRADEMARKS**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>
Alice Springs Chicken	1720493
Aussie Mood Awesome Food	1737370
Aussie-tizers	2018859
Bloomin' Onion	1532205
Chocolate Thunder From Down Under	1789557
Cinnamon Oblivion	1988393
Down Under 'Rita	2075577
Drover's Platter	1731363
Gold Coast 'Rita	2071750
Kangaroo Driving a Bus Logo	2126955
Kookaburra Wings	1716098
No Rules. Just Racing.	2228853
No Rules. Just Right.	1857996
Outback	2020110, 2052618
Outback Grillers	2232347
Outback Lemonade	2068382
Outback Prime	2005889
Outback Rack	1993032
Outback Steakhouse	1523949, 1992707, 2017992
Outback Steakhouse and the Dreamtime Design	2052887, 2052888
Outback Steakhouse and the Kangaroo Design	1780666, 1895164, 2017991
Outback Take Away	2059359
Outback Take Away and Kangaroo in Jeep Design	2059358
Outbacking	2120002
Pasta Pemberton	2076556
Queensland Chicken'n Shrimp	1735048
Sydney's Sinful Sundae	1987047
The Wallaby Darned	2196073
The Outback Special	1819091
Victoria's Filet	1822985
Walkabout Soup	1826479

**OUTBACK STEAKHOUSE OF FLORIDA TRADEMARKS FOR WHICH U.S.  
REGISTRATION IS PENDING**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>
Curbside Take-Away	75/778509, 75/778508
No Rules. Just Right to Your Car.	75/721612