

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Remove incorrect registration, the assignment was improperly recorded. previously recorded on Reel 001678 Frame 0491. Assignor(s) hereby confirms the Security Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OS Asset, Inc.		04/27/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	OS Asset, Inc.
Street Address:	5th Floor 2202 N. Westshore Boulevard
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1993032	OUTBACK RACK

CORRESPONDENCE DATA

Fax Number: (216)696-0740
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216-621-0200
 Email: clevelandip@bakerlaw.com, kwang@bakerlaw.com
 Correspondent Name: Wen H. Wang
 Address Line 1: Baker & Hostetler LLP, 1900 E. 9th Street
 Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Wen H. Wang
Signature:	/Wen H. Wang/
Date:	04/27/2007

CH \$40.00 1993032

Total Attachments: 6

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT SERVICES DIVISION**

REGISTRANT: OS Asset Inc.

MARK: OUTBACK RACK

REGISTRATION NO.: 1,993,032

DECLARATION OF KELLY M. LEFFERTS


I, Kelly M. Lefferts, declare as follows:

1. I am the In-House Counsel of OS Asset, Inc. ("OS Asset), which owns the above-captioned trademark registration (the "Registration").
2. The assignment records on file with the United States Patent and Trademark Office ("USPTO") for the Registration reflect that on December 28, 1999, the USPTO Assignment Services Division recorded a security interest of the Registration from I.C. Refreshment Company to Star Bay Partners, L.P. (Reel 1678 / Frame 0491) (the "Security Interest").
3. The Security Interest was erroneously recorded against the Registration. This is evidenced by the attached Exhibit A, which is a copy of the cover sheet, and security interest recorded with the USPTO at Reel 1678/ Frame 0491. The cover sheet to the security interest lists the registration number associated with OS Asset's registration, no. 1,993,032, instead of the registration against which the security interest was to be recorded. Schedule I to the Trademark Security Agreement was not available on the record. As such, there was either a typographical error in the cover sheet, in the Schedule to the Agreement, or both.
4. Pursuant to an assignment of trademarks from Outback Steakhouse of Florida, Inc. to OS Asset (recorded with the Trademark Office on December 28, 1999, Reel 2009/ Frame 0330) OS Asset has been and continues to be the owner of the Registration, and no other change in

ownership has occurred with respect to the Registration. The assigning party, The I.C. Refreshment Company, has never had an interest in the Registration.

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of her own knowledge are true; and all statements made on information and belief are believed to be true.

EXECUTED in Tampa, Florida, this 21st day of April 2007.



Kelly M Lefferts

BARRISTERS, 38913, 00003, 501358789.1, lefferts declaration re outback rack

EXHIBIT A

1-12-98

01-28-1998

TRADEMARKS ONLY

To the Honorab
Please record the



TRADEMARKS ONLY
RECEIVED
JAN 12 1998
RECEIPT

1. Name of Party(ies) conveying an interest:

L.C. Refresment Company

Entity:

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Delaware
- Other

3. Interest Conveyed:

- Assignment Change of Name
- Security Agreement Merger
- Other

Execution Date

December 29, 1997

2. Na
Name:

100614662

Star Bay Partners, L.P.

Address: 44 Montgomery Street, Ste. 2000
San Francisco, CA 94104

Entity:

- Individual(s) Association
- Corporation-State General Partnership Limited Partnership
- Other

Citizenship
California

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

75/227,990
75/227,989
75/211,837

B. Trademark Registration No.(s)

✓ 1,933,221; 1,886,692 ✓
✓ 2,114,246; 1,993,032

5. Please mail documents back to:

Cydney A. Tune
Pillsbury Madison & Sutro LLP
1100 New York Avenue, N.W.
Washington, D.C. 20005-3918

6. Number of applications and registrations involved: 7

7. Amount of fee enclosed: \$ 190.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 13063 / 934-0001
C# M#

DO NOT USE THIS SPACE

9. 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.

Cydney Tune

Signature

Total number of pages including cover
sheet, attachments and document.
(excluding duplicate cover sheet) 4

Attorney: Cydney A. Tune

Date: 1/9/98

Atty/Sec: _____

Tel: (415)983-6443

Fax: (415)983-1200

NO30 11/1996

File in DUPLICATE with post card receipt

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TRADEMARK
REEL: 1678 FRAME: 0491

TRADEMARK
REEL: 003531 FRAME: 0754

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01/27/1998
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02 FC:481
02 FC:482

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made and entered into as of the 29th day of December, 1997 by and between THE I.C. REFRESHMENT COMPANY, a Delaware corporation (the "Debtor"), and STAR BAY PARTNERS, L.P., a California limited partnership (the "Secured Party"),

WITNESSETH:

WHEREAS, the Debtor executed a Secured Promissory Note dated September 29, 1997 (the "Note") in an original amount of \$400,000 in favor of Secured Party; and

WHEREAS, the Debtor and Secured Party entered into a Security Agreement dated as of September 29, 1997 (the "Security Agreement"), pursuant to which the Debtor granted Secured Party a security interest in all of its personal property, including, without limitation, its trademarks; and

WHEREAS, the Debtor is obligated under the Security Agreement to take actions reasonably necessary to perfect and maintain the security interest granted in favor of the Secured Party, and the execution and recordation in the United States Patent and Trademark Office of this Agreement is reasonably requested by the Secured Party in connection with the Security Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Security Interest. The Debtor hereby grants a security interest in, all right, title and interest, now existing or hereafter arising, in each of its trademarks, trademark registrations and trademark applications, including, without limitation, the trademarks, trademark registrations and trademark applications described on Schedule I hereto to secure the performance of the Obligations (as defined in the Security Agreement).

2. Defaults and Remedies. Upon the occurrence of a default under the Note, the Secured Party shall have the rights and remedies set forth in the Security Agreement.

3. Miscellaneous.

(a) This Agreement, together with the Note and Security Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations and agreements between the parties. This Agreement may be amended only by written instrument executed by the parties hereto.

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REEL: 1678 FRAME: 0492

TRADEMARK
REEL: 003531 FRAME: 0755

(b) This Agreement shall be interpreted in accordance with the substantive law, but not the choice of law rules, of the State of California.


DEBTOR:

THE I.C. REFRESHMENT COMPANY

By 
Its President

SECURED PARTY:

STAR BAY PARTNERS, L.P.

By 
Its Managing Member

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RECORDED: 01/12/1998

TRADEMARK
REEL: 1678 FRAME: 0493

RECORDED: 04/27/2007

TRADEMARK
REEL: 003531 FRAME: 0756