

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OS Tropical, LLC		09/15/2009	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Paradise Restaurant Group, LLC
Street Address:	2202 N. West Shore Blvd., 5th Floor
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3610212	WHY AREN'T YOU HERE?

CORRESPONDENCE DATA

Fax Number: (813)387-8358
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 813-282-1225
 Email: dolorenesackman@outback.com
 Correspondent Name: Kelly Braun Lefferts
 Address Line 1: 2202 N. West Shore Blvd., 5th Floor
 Address Line 4: Tampa, FLORIDA 33607

NAME OF SUBMITTER:	Kelly Braun Lefferts
Signature:	/Kelly Braun Lefferts/
Date:	09/18/2009

Total Attachments: 3

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**TRADEMARK
 REEL: 004064 FRAME: 0005**

OP \$40.00 3610212

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment (this "Assignment") is made as of September 15, 2009, by and between OS TROPICAL, LLC, a Florida limited liability company ("Assignor"), and PARADISE RESTAURANT GROUP, LLC, a Delaware limited liability company ("Assignee"), on the other hand.

RECITALS

- A. Assignor was formed to develop and operate restaurants under the name "Cheeseburger in Paradise" (the "Restaurants");
- B. Assignor has entered into an agreement to sell its interest in the Restaurants to Assignee (the "Purchase Agreement").
- C. As a requirement of the Purchase Agreement, Assignor agreed to assign to Assignee the **Intellectual Property** (as defined on Exhibit A, attached hereto and incorporated herein) rights associated with and developed, obtained or otherwise arising or existing as a result of the development of the Restaurants and the conduct of the business related thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Purchase Agreement and in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby agrees as follows:

- 1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor's respective rights, title, and interest in and to the Intellectual Property, free and clear of all liens, mortgages, and security interests, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement of, the Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.
- 2. Assignor represents and warrants that, the assignment contemplated hereby has been duly authorized by all necessary corporate action at the time of the execution and delivery of this Assignment. Assignor further represents, warrants and covenants to Assignee that the execution and delivery of this Assignment does not breach any agreement to which Assignor is a party, and Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.
- 3. As may be reasonably requested by Assignee or its designee or other legal representative in writing from time to time after the date hereof, Assignor on behalf of itself and its successors and assigns agrees to execute, acknowledge and deliver to Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner and, at Assignee's sole cost and expense, agreements and instruments to evidence, record, and perfect the assignment of the Assigned Intellectual Property contemplated hereby.
- 4. Assignor on behalf of itself and its successors and assigns hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, the Register of Copyrights and any other governmental organization whose duty it is to issue, certify, or assign registrations or applications for service marks, trademarks, patents, copyrights, or other evidence or forms of intellectual property protection, to issue,

certify or assign as appropriate, the Assigned Intellectual Property to Assignee in accordance with the terms of this Assignment.

5. Any amendment or modification of this Assignment, or any waiver of its terms, in order to be binding, must be written and signed by the parties hereto. This Assignment constitutes the entire and final agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, representations, promises, and undertakings of any kind, whether oral or written.

OS TROPICAL, LLC
a Florida limited liability company

By: OSI RESTAURANT PARTNERS, LLC
a Delaware limited liability company and its sole member

By: [Signature]
Kelly Braun Lefferts, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of September, 2009, by Kelly Braun Lefferts, Vice President of OSI Restaurant Partners, LLC, a Delaware limited liability company, sole member of OS Pacific, LLC, a Florida limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

[Signature]
(Signature of notary)

*****Notary Seal*****



(Name typed, printed or stamped)

The undersigned Assignee accepts the foregoing Assignment.

PARADISE RESTAURANT GROUP, LLC,
a Delaware limited liability company

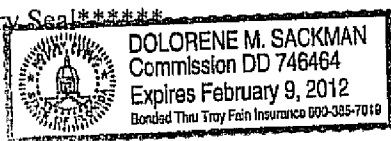
By: [Signature]
Steven A. Overholt, Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of September, 2009, by Steven A. Overholt, as Manager of PARADISE RESTAURANT GROUP, LLC, a Delaware limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

[Signature]
(Signature of notary)

*****Notary Seal*****



(Name typed, printed or stamped)

EXHIBIT A
Intellectual Property

“Intellectual Property” means the Cheeseburger in Paradise restaurant concept and operating system, and all techniques, know-how, designs, décor, recipes, methods and intellectual property rights owned and developed by the Assignor and used by the Assignor in connection with the development, construction, operation, marketing and promotion of Cheeseburger in Paradise restaurants and directly related collateral products and activities, including, without limitation:

(i) all inventions, discoveries, processes, designs, techniques, developments, technology, and related improvements, whether or not patentable;

(ii) recipes, procedures, practices, formulae, standards, specifications, databases, customer and supplier lists, training materials, ideas, research and development, know-how, formulas, patterns, compilations, programs, devices, methods, compositions, manufacturing processes and techniques, technical data, designs, drawings, specifications, pricing and cost information and business and marketing plans and materials;

(iii) the trademarks listed below:

Reg No	Trademark	Exp. Date	Class
3602981	Paradise Beach Ale	4/7/2014	Class 32: Beer
3610212	Why Aren't You Here	4/21/2014	Class 43: Restaurant and bar services

any common law trademark rights to those listed above and any and all word, name, symbol, color, designation, décor, or device or any combination thereof, including any trademark, trade dress, service mark, service name, trade name, brand name, logo, domain name, or business symbol or other indicia of origin and all goodwill associated therewith (including any United States registration or application for registration and any foreign or international equivalent for any of the foregoing) owned by the Assignor and the Trademark/Service Mark Rights in the Internet Domain names listed below:

Domain Name	Registration Date	Registry Expiration
cheeseburgerinparadise.mobi	2006-09-21	2011-09-21
cheeseburger.mobi	2006-09-26	2011-09-26
islandertraining.com	2005-04-22	2011-04-22
cheeseburgerinparadise.com	1998-07-01	2012-06-30

(iv) All inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all reissuances, continuations, divisionals, certificates of inventorship, and any provisional applications, re-issues, extensions and re-examinations thereof;

(v) All menus, manuals, specifications, software (including documentation and object and source code), processes, technical or engineering data, test procedures, schematics, writings, materials, products, artwork, packaging, sales and advertising materials and other works of authorship, whether or not registered in the United States or elsewhere in written, electronic, or any other form now known or hereafter developed;

(vi) All copies and tangible embodiments of any of the foregoing, in whatever form or medium; and

(vii) All other proprietary rights of whatever kind or character.