TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OUTBACK STEAKHOUSE OF FLORIDA, LLC		01/24/2011	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank, authorized by the New York Banking Department to do business as a branch in New York: GERMANY

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85149559	OUTBACK BOWL TAMPA BAY
Serial Number:	85149587	OUTBACK BOWL TAMPA BAY
Serial Number:	85150551	OUTBACK BOWL TAMPA BAY
Serial Number:	85150583	OUTBACK BOWL TAMPA BAY
Serial Number:	85150617	OUTBACK BOWL TAMPA BAY
Serial Number:	85164478	OUTBACK BOWL TAMPA BAY
Serial Number:	85164746	OUTBACK BOWL TAMPA BAY
Serial Number:	85165999	OUTBACK BOWL TAMPA BAY
Serial Number:	85166075	OUTBACK BOWL
Serial Number:	85166092	OUTBACK BOWL

OP $265.00 85149559

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	2128198200
Email:	fcutajar@whitecase.com
Correspondent Name:	White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 2:	Patents & Trademarks
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-1714
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	02/25/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2010, made by OUTBACK STEAKHOUSE OF FLORIDA, LLC, a Florida limited liability company (the "Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (together with its successors in such capacity, the "Grantee") for the Secured Parties referred to in the Credit Agreement, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among OSI Restaurant Partners, LLC, a Delaware limited liability company, OSI HoldCo, Inc., a Delaware corporation, each Lender (as defined in the Credit Agreement) from time to time party thereto, the Grantee, as Administrative Agent, Pre-Funded RC Deposit Bank, Swing Line Lender and an L/C Issuer, Bank of America, N.A., as Syndication Agent, and General Electric Capital corporation, SunTrust Bank, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, LaSalle Bank National Association, Wachovia Bank, National Association and HSBC USA Bank, N.A. (formerly Wells Fargo Bank, National Association), as Co-Documentation Agents.

WHEREAS, the Grantor is party to a Security Agreement, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment and performance in full of the Obligations, including the Guarantees, the Grantor hereby assigns and pledges to the Grantee, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Grantee, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, to, or under all right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, the goodwill of the businesses with which the Owned Trademarks are associated, and all causes of action arising prior to or after the date hereof for infringement of any of the Owned Trademarks or unfair competition regarding same.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Security Agreement, and the Grantee and the Grantor hereby acknowledge and affirm that the rights and remedies of the Grantee with respect to the Security Interest in the Owned Trademark made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if

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fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[signature page follows]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OUTBACK STEAKHOUSE OF FLORIDA, LLC,
as Grantor

By: _____
Joseph J. Kadow
Executive Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF HILLSBOROUGH)

On January 24, 2011, before me, Dolorene M. Sackman, Notary Public, personally appeared, Joseph J. Kadow, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal:

Dolorene M. Sackman
Notary Public

DOLORENE M. SACKMAN
Commission DD 748464
Expires February 9, 2012
Bonded Thru Troy Fain Insurance 800-385-7019

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Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Grantee

By: _____
Name: D. Scottye Lindsey
Title: Director

By: _____
Name: Erin Morrissey
Title: Vice President

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

NAME	MARK	SERIAL NO.	FILING DATE	STATUS
Outback Steakhouse of Florida, LLC	Outback Bowl Tampa Bay (new design - Pennant)	85149559	10/11/2010	New
	Outback Bowl Tampa Bay (new design – posters)	85149587	10/11/2010	New
	Outback Bowl Tampa Bay (new design – glassware, cups, mugs)	85150551	10/12/2010	New
	Outback Bowl Tampa Bay (new design - jewelry)	85150583	10/12/2010	New
	Outback Bowl Tampa Bay (new design – novelty buttons)	85150617	10/12/2010	New
	Outback Bowl Tampa Bay (new design - clothing)	85164478	10/29/2010	New
	Outback Bowl Tampa Bay (new design – athletic bags)	85164746	10/29/2010	New
	Outback Bowl Tampa Bay (new design – patches)	85165999	11/01/2010	New
	Outback Bowl (posters)	85166075	11/01/2010	New
	Outback Bowl (novelty buttons)	85166092	11/01/2010	New

FOREIGN TRADEMARKS:

N/A