

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carrabba's Italian Grill, LLC		10/26/2012	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3642493	CARRABBA'S
Registration Number:	1795108	CARRABBA'S
Registration Number:	3864590	CARRABBA'S AMICI CLUB
Registration Number:	3864589	CARRABBA'S AMICI CLUB
Registration Number:	2086036	CARRABBA'S ITALIAN GRILL
Registration Number:	2091159	CARRABBA'S ITALIAN GRILL
Registration Number:	3126250	CARRABBA'S ITALIAN GRILL
Registration Number:	3642496	CARRABBA'S ITALIAN GRILL
Registration Number:	3642497	CARRABBA'S ITALIAN GRILL
Registration Number:	3634328	CARRABBA'S ITALIAN GRILL
Registration Number:	2817361	CARRABBA'S ITALIAN GRILL
Registration Number:	3425822	C CARRABBA'S ITALIAN MARKET
Registration Number:	3496344	GOOD THINGS HAPPEN AROUND OUR TABLE
Registration Number:	3216529	PEOPLE ARE OUR SPECIALTY

TRADEMARK

OP \$465.00 3642493

Registration Number:	1843015	
Serial Number:	85610070	CARRABBA'S CATERING
Serial Number:	85610075	CARRABBA'S CATERS
Serial Number:	77954194	MR. C'S AT CARRABBA'S

CORRESPONDENCE DATA

Fax Number: 2123548113
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-819-8200
Email: iprecordations@whitecase.com
Correspondent Name: Andrew Fessak/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent and Trademark Department
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-1714-CARRABBASITA
NAME OF SUBMITTER:	Andrew Fessak
Signature:	/Andrew Fessak/
Date:	11/07/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2012 made by CARRABBA'S ITALIAN GRILL, LLC, a Florida limited liability company (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, 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 October 26, 2012 (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, and the other agents and parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of October 26, 2012 (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 is 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 the Owned Trademarks or unfair competition regarding the same (in each case, other than Excluded Assets).

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 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.

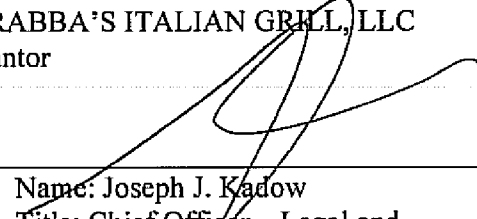
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[signature page follows]

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.

CARRABBA'S ITALIAN GRILL, LLC
as Grantor

By: _____

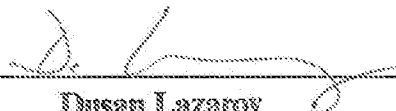


Name: Joseph J. Kadow
Title: Chief Officer – Legal and
Corporate Affairs, Executive Vice
President, Secretary

[Signature Page Trademark Security Agreement]

TRADEMARK
REEL: 004896 FRAME: 0005

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: 
Name: Dusan Lazarov
Title: Director

By: 
Name: Benjamin Souh
Title: Vice President

[Signature Page – Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Carrabba's Italian Grill, LLC – U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CARRABBA'S (words and design) (filled in lettering - w/o serifs)	6/23/2009	3,642,493
CARRABBA'S (words only)	9/28/1993	1,795,108
CARRABBA'S AMICI CLUB (words and design)	10/19/2010	3,864,590
CARRABBA'S AMICI CLUB (words only)	10/19/2010	3,864,589
CARRABBA'S ITALIAN GRILL (and design)	8/5/1997	2,086,036
CARRABBA'S ITALIAN GRILL (and design)	8/26/1997	2,091,159
CARRABBA'S ITALIAN GRILL (logo with no border)	8/8/2006	3,126,250
CARRABBA'S ITALIAN GRILL (words and design) (Carrabba's in shadowbox style w/border)	6/23/2009	3,642,496
CARRABBA'S ITALIAN GRILL (words and design) (Carrabba's in shadowbox style)	6/23/2009	3,642,497
CARRABBA'S ITALIAN GRILL (words and design) (filled in lettering - w/o serifs)	6/9/2009	3,634,328
CARRABBA'S ITALIAN GRILL (words only)	2/24/2004	2,817,361
CARRABBA'S ITALIAN MARKET (C and design)	5/13/2008	3,425,822
GOOD THINGS HAPPEN AROUND OUR TABLE (words only)	9/2/2008	3,496,344
PEOPLE ARE OUR SPECIALTY (words only)	3/6/2007	3,216,529
PIZZA CHEF DESIGN (words only)	7/5/1994	1,843,015

Carrabba's Italian Grill, LLC – U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
CARRABBA'S CATERING	4/27/2012	85610070
CARRABBA'S CATERS	4/27/2012	85610075
MR. C'S AT CARRABBA'S	3/9/2010	77954194