

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305321

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Outback Steakhouse of Florida, LLC		05/16/2014	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	1525 West W.T. Harris Blvd.
Internal Address:	MAC D1109-019
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2742171	OUTBACK
Registration Number:	2044690	OUTBACK BOWL
Registration Number:	2044691	OUTBACK BOWL
Registration Number:	2044692	OUTBACK BOWL
Registration Number:	2044693	OUTBACK BOWL
Registration Number:	2044694	OUTBACK BOWL
Registration Number:	2058048	OUTBACK BOWL
Registration Number:	3965859	OUTBACK BOWL
Registration Number:	3966370	OUTBACK BOWL
Registration Number:	3966371	OUTBACK BOWL
Registration Number:	3966368	OUTBACK BOWL TAMPA BAY
Registration Number:	3970549	OUTBACK BOWL TAMPA BAY
Registration Number:	3970550	OUTBACK BOWL TAMPA BAY
Registration Number:	3970597	OUTBACK BOWL TAMPA BAY
Registration Number:	3970603	OUTBACK BOWL TAMPA BAY
Registration Number:	3970605	OUTBACK BOWL TAMPA BAY
Registration Number:	3970712	OUTBACK BOWL TAMPA BAY
Registration Number:	3970713	OUTBACK BOWL TAMPA BAY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4030979	OUTBACK BOWL TAMPA BAY
Registration Number:	2428109	OUTBACK CATERING
Registration Number:	3650085	OUTBACK INTERNATIONAL
Registration Number:	3988468	OUTBACK SPORTS
Registration Number:	3992225	OUTBACK SPORTS
Registration Number:	3900750	OUTBACK STEAKHOUSE CATERING
Registration Number:	2044786	OUTBACK BOWL
Registration Number:	2044787	OUTBACK BOWL
Registration Number:	2049758	OUTBACK BOWL
Registration Number:	2049759	OUTBACK BOWL
Registration Number:	2044788	OUTBACK BOWL
Registration Number:	2058094	OUTBACK BOWL
Registration Number:	4364567	GREAT BARRIER EATS
Registration Number:	4372396	MILITARY MATES
Registration Number:	4333159	STEAK FLIGHTS
Registration Number:	4336564	STEAK FLIGHTS

CORRESPONDENCE DATA

Fax Number: 7043738822

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (704) 373-4640

Email: bsmith@mcguirewoods.com

Correspondent Name: Betty G. Smith, Senior Paralegal

Address Line 1: McGuireWoods LLP, 201 N. Tryon Street

Address Line 2: Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-0685
NAME OF SUBMITTER:	Betty G. Smith
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	05/22/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2014 made by OUTBACK STEAKHOUSE OF FLORIDA, LLC, a Florida limited liability company (the “Grantor”), having its chief executive office at 2202 N. West Shore Blvd., 5th Floor, Tampa, Florida 33607, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (together with its successors in such capacity, the “Grantee”), with offices at 1525 West W.T. Harris Blvd., MAC D 1109-019, Charlotte, North Carolina, 28262, 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 and the Grantee, as Administrative Agent.

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.

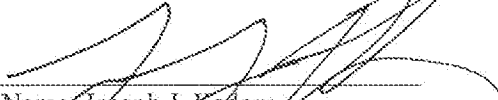
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[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.


OUTBACK STEAKHOUSE OF FLORIDA, LLC, as
Grantor

By: OSI RESTAURANT PARTNERS, LLC, its member

By: 
Name: Joseph J. Kadow
Title: Executive Vice President

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Grantee

By: 
Name: Stephen A. Leon
Title: Managing Director

Outback Steakhouse of Florida, LLC
Trademark Security Agreement
Signature Page

TRADEMARK
REEL: 005285 FRAME: 0060

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No</u>
OUTBACK (words only)	7/29/2003	2,742,171
OUTBACK BOWL (words only)	3/11/1997	2,044,690
OUTBACK BOWL (words only)	3/11/1997	2,044,691
OUTBACK BOWL (words only)	3/11/1997	2,044,692
OUTBACK BOWL (words only)	3/11/1997	2,044,693
OUTBACK BOWL (words only)	3/11/1997	2,044,694
OUTBACK BOWL (words only)	4/29/1997	2,058,048
OUTBACK BOWL (words only) - REPLACED TM Reg 2,109,478	5/24/2011	3,965,859
OUTBACK BOWL (words only)	5/24/2011	3,966,370
OUTBACK BOWL (words only)	5/24/2011	3,966,371
OUTBACK BOWL TAMPA BAY (and design) - REPLACED TM Reg 2,058,094	5/24/2011	3,966,368
OUTBACK BOWL TAMPA BAY (and design) - REPLACED TM Reg 2,088,079	5/31/2011	3,970,549
OUTBACK BOWL TAMPA BAY (and design)	5/31/2011	3,970,550
OUTBACK BOWL TAMPA BAY (and design) - REPLACED TM Reg 2,044,786	5/31/2011	3,970,597
OUTBACK BOWL TAMPA BAY (and design) - REPLACED TM Reg 2,049,758	5/31/2011	3,970,603
OUTBACK BOWL TAMPA BAY (and design)	5/31/2011	3,970,605
OUTBACK BOWL TAMPA BAY (and design) - REPLACED TM Reg 2,044,788	5/31/2011	3,970,712
OUTBACK BOWL TAMPA BAY (and design) - REPLACED TM Reg 2,049,759	5/31/2011	3,970,713
OUTBACK BOWL TAMPA BAY (and design) - REPLACED TM Reg 2,044,787	9/27/2011	4,030,979
OUTBACK CATERING (words only)	2/13/2001	2,428,109
OUTBACK INTERNATIONAL (with horizon)	7/7/2009	3,650,085
OUTBACK SPORTS	7/5/2011	3,988,468
OUTBACK SPORTS - REPLACED TM Reg 2,579,010	7/12/2011	3,992,225
OUTBACK STEAKHOUSE CATERING (and design) - REPLACED TM Reg 2,448,754	1/4/2011	3,900,750

OUTBACK BOWL (and design)	3/11/1997	2,044,786
OUTBACK BOWL (and design)	3/11/1997	2,044,787
OUTBACK BOWL (and design)	4/1/1997	2,049,758
OUTBACK BOWL (and design)	4/1/1997	2,049,759
OUTBACK BOWL (and design)	3/11/1997	2,044,788
OUTBACK BOWL (and design)	4/29/1997	2,058,094
GREAT BARRIER EATS	7/9/2013	4,364,567
MILITARY MATES	7/23/2013	4,372,396
STEAK FLIGHTS	5/7/2013	4,333,159
STEAK FLIGHTS	5/4/2013	4,336,564

U.S. Trademark Applications

None.