

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM305364

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bonefish Grill, LLC		05/16/2014	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	1525 West W.T. Harris Blvd.		
<b>Internal Address:</b>	MAC D1109-019		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3356095	BANG BANG SHRIMP	
<b>Registration Number:</b>	4090984	BFG	
<b>Registration Number:</b>	3529934	BFG BONEFISH GRILL	
<b>Registration Number:</b>	3057896	BONEFISH GRILL	
<b>Registration Number:</b>	3111453	BONEFISH GRILL	
<b>Registration Number:</b>	2836310	BONEFISH GRILL	
<b>Registration Number:</b>	2772900	BONEFISH GRILL	
<b>Registration Number:</b>	2806557	B O N E F I S H G R I L L	
<b>Registration Number:</b>	3529931	BONEFISH GRILL	
<b>Registration Number:</b>	2881754	BONEFISH MARTINI	
<b>Registration Number:</b>	2910790	CURBSIDE CATCH	
<b>Registration Number:</b>	3735229	DON'T LET TODAY GET AWAY	
<b>Registration Number:</b>	3595516	DRINKY DRINKY	
<b>Registration Number:</b>	3965980	EAT HAPPY. BE WELL.	
<b>Registration Number:</b>	4050792	HAPPINESS HERE	
<b>Registration Number:</b>	2879621	ICICLE APHRODISIAC	
<b>Registration Number:</b>	3903731	LILY'S CHICKEN	
<b>Registration Number:</b>	3452329	LOUNGY LOUNGY	
<b>TRADEMARK</b>			

OP \$665.00 3356095

Property Type	Number	Word Mark
Registration Number:	3148723	MUSSELS JOSEPHINE
Registration Number:	3535253	TASTE THE PURSUIT
Registration Number:	3129259	WE GET FISH. YOU GET FRESH.
Serial Number:	86221141	CATCH A TABLE
Serial Number:	85524978	HAPPIER HOURS
Serial Number:	86069706	POLISHED CASUAL
Serial Number:	86216752	TUESDAY TALES OF LOBSTER
Serial Number:	86216757	TUESDAY TALES OF LOBSTER

**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 BONEFISH GRILL, 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.

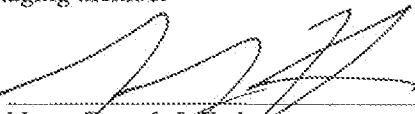
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[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.


BONEFISH GRILL, LLC, as Grantor

By: OSI RESTAURANT PARTNERS, LLC, its  
managing 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

Bonefish Grill, LLC  
Trademark Security Agreement  
Signature Page

**TRADEMARK**  
**REEL: 005285 FRAME: 0280**

**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>
Bang Bang Shrimp (words only)	12/18/2007	3356095
BFG (words only)	1/24/2012	4090984
BFG Bonefish Grill (words and design)	11/11/2008	3529934
Bonefish Grill (words only)	5/18/2007	T07000000687 (FL)
Bonefish Grill (words and design)	6/12/2000	T00000000676 (FL)
Bonefish Grill (words and design)	2/7/2006	3057896
Bonefish Grill (words and design)	7/4/2006	3111453
Bonefish Grill (words only)	4/27/2014	2836310
Bonefish Grill (words and design)	10/14/2003	2772900
Bonefish Grill (words and design)	1/20/2004	2806557
Bonefish Grill (words only)	11/11/2008	3529931
Bonefish Martini (words only)	9/7/2004	2881754
Curbside Catch (words only)	12/14/2004	2910790
Don't Let Today Get Away (words only)	1/5/2010	3735229
Drinky Drinky (words only)	3/24/2009	3595516
Eat Happy. Be Well. (words only)	5/24/2011	3965980
Happiness Here (words only)	11/1/2011	4050792
Icicle Aphrodisiac (words only)	8/31/2004	2879621
Lily's Chicken (words only)	1/11/2011	3903731
Loungy Loungy (words only)	6/24/2008	3452329
Mussels Josephine (words only)	9/26/2006	3148723
Taste the Pursuit (words only)	11/18/2008	3535253
We get fish. You get fresh. (words only)	8/15/2006	3129259

*U.S. Trademark Applications*

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Catch A Table (words only)	86221141	3/14/2014
Happier Hours (words only)	85524978	1/25/2012
Polish Casual (words only)	86069706	9/9/2013
Tuesday Tales of Lobster (words only)	86216752	3/10/2014
Tuesday Tales of Lobster (words only)	86216757	3/10/2014