

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carrabba's Italian Grill, 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: 15			
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:	4263872	CARRABBA'S CATERING	
Registration Number:	2086036	CARRABBA'S ITALIAN GRILL	
Registration Number:	2091159	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:	1843015		
Serial Number:	85610075	CARRABBA'S CATERS	
CORRESPONDENCE DATA			
Fax Number:	7043738822		

OP \$390.00 3642493

TRADEMARK

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
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NAME OF SUBMITTER:	Betty G. Smith
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SIGNATURE:	/Betty G. Smith/
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DATE SIGNED:	05/22/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2014 made by CARRABBA'S ITALIAN 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.

CARRABBA'S ITALIAN GRILL, LLC, as Grantor

By: OSI RESTAURANT PARTNERS, LLC, its member

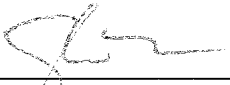
By: 

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

Carrabba's Italian Grill, LLC
Trademark Security Agreement
Signature Page

TRADEMARK
REEL: 005285 FRAME: 0291

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>
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 CATERING	12/25/2012	4,263,872
CARRABBA'S ITALIAN GRILL (words and design)	8/5/1997	2,086,036
CARRABBA'S ITALIAN GRILL (words and design)	8/26/1997	2,091,159
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
PIZZA CHEF DESIGN (design only)	7/5/1994	1,843,015

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
CARRABBA'S CATERS	4/27/2012	85610075