

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432402

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OS Asset, Inc.		09/16/2015	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Outback Steakhouse of Florida, LLC		
<b>Street Address:</b>	2202 N. Westshore Blvd		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3649989	AUSSIE-TIZER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132821224		
<i>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.</i>			
<b>Phone:</b>	8132821224		
<b>Email:</b>	natalielontchar@bloominbrands.com		
<b>Correspondent Name:</b>	Natalie Lontchar		
<b>Address Line 1:</b>	2202 N. Westshore Blvd, 5th Floor		
<b>Address Line 2:</b>	Bloomin' Brands, Inc.		
<b>Address Line 4:</b>	Tampa, FLORIDA 33607		
<b>NAME OF SUBMITTER:</b>	Natalie G. Lontchar		
<b>SIGNATURE:</b>	/Natalie G. Lontchar/		
<b>DATE SIGNED:</b>	06/23/2017		
<b>Total Attachments: 5</b>			
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## AGREEMENT FOR ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT FOR ASSIGNMENT OF TRADEMARKS ("Agreement") is entered into this 16<sup>th</sup> day of September, 2015, by and between OS ASSET, INC, a Florida corporation ("Assignor"), and OUTBACK STEAKHOUSE OF FLORIDA, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor is the registered owner of the trademarks listed on Exhibit A ("Trademarks"), attached hereto and incorporated herein, with the United States Patent and Trademark Office; and

WHEREAS, Assignor and Assignee are sister corporations owned by the same parent company and desire to consolidate their trademark holdings pertaining to Outback Steakhouse ® restaurants in order to more efficiently conduct business; and

WHEREAS, the Assignee desires to acquire the registrations of the Trademarks and the Assignor desires to assign the registrations of the Trademarks to the Assignee.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the above recitals are true and correct and are incorporated herein by reference.

2. Assignment of Service Marks. Assignor does hereby assign unto Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

3. Further Assurances. The parties hereto agree to take any and all reasonable actions necessary to fulfill the intent of this Agreement, including but not limited to the execution and filing of a Trademark Recordation Cover Sheet with the United States Patent and Trademark Office.

4. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

5. Successors and Assigns. Except as provided to the contrary herein, all the provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns.

6. Severability. In the event any provision or portion of this Agreement shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of this Agreement, all of which shall remain in full force and effect and shall constitute the complete understanding of the parties.

7. Applicable Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

8. Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized corporate officers.

**ASSIGNOR**

OS ASSET, INC.,  
a Florida corporation

By: [Signature]  
Kelly Lefferts, Vice President, General Counsel  
and Secretary

STATE OF FLORIDA                     )  
  ) ss  
COUNTY OF HILLSBOROUGH        )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 2015, by Kelly Lefferts, Vice President, General Counsel and Secretary of OS ASSET, INC., a Florida corporation. She is personally known to me or has produced N/A as identification.

NOTARY SEAL and  
COMMISSION NO.:

[Signature]  
(Notary Signature)



**ASSIGNEE**

Outback Steakhouse of Florida, LLC,  
a Florida limited liability company

By: [Signature]  
Joseph J. Kadow, Chief Legal Officer,  
Executive Vice President, and Secretary

STATE OF FLORIDA                    )  
  ) ss  
COUNTY OF HILLSBOROUGH        )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September 2015, by Joseph J. Kadow, Chief Legal Officer, Executive Vice President and Secretary, of OUTBACK STEAKHOUSE OF FLORIDA, LLC, a Florida limited liability company. He is personally known to me or has produced NA as identification..

NOTARY SEAL and  
COMMISSION NO.:

[Signature]  
(Notary Signature)



**EXHIBIT A**

**TRADEMARKS REGISTRATIONS WITH THE  
UNITED STATES PATENT AND TRADEMARK OFFICE**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>
OUTBACK STEAKHOUSE RACING 39	4,269,496
OUTBACK STEAKHOUSE RACING	4,269,450
OUTBACK STEAKHOUSE (with mountain horizon logo)	4,269,449
OUTSIDE STEAKHOUSE CURBSIDE TAKE-AWAY	3,992,345
OUTBACK SIGNATURE STEAK SAUCE (logo)	3,937,146
OUTBACK SIGNATURE STEAK SAUCE (words)	3,908,053
OUTBACK STEAKHOUSE PRO AM	3,023,598
NO WORRIES	3,600,366
OUTBACK STEAKHOUSE (words)	2,864,856
OUTBACK STEAKHOUSE (with mountain horizon logo)	3,626,269
OUTBACK STEAKHOUSE (with mountain horizon logo)	3,626,268
OUTBACK STEAKHOUSE (with mountain horizon logo)	3,626,267
SWEET ADVENTURE SAMPLER TRIO	3,739,566
AUSSIE-TIZER	3,649,989
OUTBACK STEAKHOUSE	3,701,729
TREE (design)	3,724,422
MOUNTAIN (design)	3,735,016
OUTBACK STEAKHOUSE (with mountain horizon logo)	3,650,040
BLOOMIN' BIRTHDAY	3,605,559
RED, WHITE & BLOOMIN'	3,860,034
ALICE SPRINGS CHICKEN QUESADILLA	3,608,558
BLOOMIN' BURGER	3,605,557
CURBSIDE TAKE-AWAY	2,422,975
OUTBACK OUTPOST	3,391,703
OUTBACK GRILLERS	2,232,347
THE WALLABY DARNED	2,196,073
DOWN UNDER 'RITA	2,075,577
GOLD COAST 'RITA	2,071,750
OUTBACK	2,052,618
OUTBACK STEAKHOUSE	2,017,992
OUTBACK STEAKHOUSE (kangaroo diamond logo)	2,017,991
CINNAMON OBLIVION	1,988,393
SYDEY'S SINFUL SUNDAE	1,987,047
OUTBACK STEAKHOUSE	1,992,707

**EXHIBIT A (Cont'd)**

**TRADEMARKS REGISTRATIONS WITH THE  
UNITED STATES PATENT AND TRADEMARK OFFICE**

OUTBACK STEAKHOUSE (kangaroo diamond logo)	1,895,164
NO RULES. JUST RIGHT.	1,857,996
AUSSIE-TIZERS	2,018,859
OUTBACK	2,020,110
CHOCOLATE THUNDER FROM DOWN UNDER	1,789,557
ALICE SPRINGS CHICKEN	1,720,493
VICTORIA'S FILET	1,822,985
THE OUTBACK SPECIAL	1,819,091
WALKABOUT SOUP	1,826,479
OUTBACK STEAKHOUSE (kangaroo diamond logo)	1,780,666
BLOOMIN' ONION	1,532,205
OUTBACK STEAKHOUSE	1,523,949
BOOMERANG CLUB	3,749,139
NO WORRIES WEDNESDAY MIXED GRILL	3,694,667