# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452689

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|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| OS Management, Inc. | | 11/30/2017 | Corporation: 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:** | National Banking Association: UNITED STATES |

**PROPERTY NUMBERS Total: 2**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 5224832 | DINE REWARDS |
| **Registration Number:** | 5177962 | D R |

OP $65.00 5224832

**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 St.
**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:** | 11/30/2017 |

**Total Attachments: 5**
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# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2017 made by OS MANAGEMENT, INC., a Florida corporation (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 D1109-019, Charlotte, North Carolina, 28262, for the Secured Parties referred to in the Amended and Restated Credit Agreement, dated as of November 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among OSI Restaurant Partners, LLC, a Delaware limited liability company, Bloomin' Brands, 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 an Amended and Restated Security Agreement, dated as of November 30, 2017 (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 Trademark Security 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.

OS MANAGEMENT, INC.

By: _____

Name: David J. Deno

Title: Chief Financial and Administrative Officer, & Executive Vice President



TRADEMARK
REEL: 006217 FRAME: 0070

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Grantee

By: _____
Name: Darcy McLaren
Title: Director

**SCHEDULE I**
**to**
**TRADEMARK SECURITY AGREEMENT**
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

*U.S. Trademark Registrations*

| Mark | Reg. Date | Reg. No |
|---|---|---|
| Dine Rewards (words) | 6/13/2017 | 5224832 |
| Dine Rewards (design) | 4/4/2017 | 5177962 |

*U.S. Trademark Applications*

| Mark | Filing Date | Application No. |
|---|---|---|
| None. | | |