

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outback Steakhouse of Florida, LLC		11/30/2017	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:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	1716098	KOOKABURRA WINGS	
Registration Number:	3992345	OUTBACK STEAKHOUSE CURBSIDE TAKE-AWAY	
Registration Number:	3391703	OUTBACK OUTPOST	
Registration Number:	2196073	THE WALLABY DARNED	
Registration Number:	4269449	OUTBACK STEAKHOUSE	
Registration Number:	4269450	OUTBACK STEAKHOUSE RACING	
Registration Number:	4269496	OUTBACK STEAKHOUSE RACING 39	
Registration Number:	1523949	OUTBACK STEAKHOUSE	
Registration Number:	2232347	OUTBACK GRILLERS	
Registration Number:	1532205	BLOOMIN' ONION	
Registration Number:	3600366	NO WORRIES	
Registration Number:	3605557	BLOOMIN' BURGER	
Registration Number:	3605559	BLOOMIN' BIRTHDAY	
Registration Number:	3608558	ALICE SPRINGS CHICKEN QUESADILLAS	
Registration Number:	3626268	OUTBACK STEAKHOUSE	
Registration Number:	3626267	OUTBACK STEAKHOUSE	
Registration Number:	3626269	OUTBACK STEAKHOUSE	
Registration Number:	3650040	OUTBACK STEAKHOUSE	
TRADEMARK			

OP \$1315.00 1716098

Property Type	Number	Word Mark
Registration Number:	3649989	AUSSIE-TIZER
Registration Number:	3701729	OUTBACK STEAKHOUSE
Registration Number:	3724422	
Registration Number:	3735016	
Registration Number:	3739566	SWEET ADVENTURE SAMPLER TRIO
Registration Number:	2422975	CURBSIDE TAKE-AWAY
Registration Number:	3860034	RED, WHITE & BLOOMIN'
Registration Number:	4904246	NO WORRIES WEDNESDAY
Registration Number:	4918032	OUTBACK STEAKHOUSE
Registration Number:	1720493	ALICE SPRINGS CHICKEN
Registration Number:	1780666	OUTBACK STEAKHOUSE
Registration Number:	1789557	CHOCOLATE THUNDER FROM DOWN UNDER
Registration Number:	1819091	THE OUTBACK SPECIAL
Registration Number:	1822985	VICTORIA'S FILET
Registration Number:	1826479	WALKABOUT SOUP
Registration Number:	2864856	OUTBACK STEAKHOUSE
Registration Number:	1857996	NO RULES. JUST RIGHT.
Registration Number:	1895164	OUTBACK STEAKHOUSE
Registration Number:	3023598	OUTBACK STEAKHOUSE PRO AM
Registration Number:	1987047	SYDNEY'S SINFUL SUNDAE
Registration Number:	1992707	OUTBACK STEAKHOUSE
Registration Number:	2017991	OUTBACK STEAKHOUSE
Registration Number:	2017992	OUTBACK STEAKHOUSE
Registration Number:	2018859	AUSSIE-TIZERS
Registration Number:	2052618	OUTBACK
Registration Number:	4950428	OUTBACK STEAKHOUSE DONE RIGHT
Registration Number:	4979926	COCONUT SHRIMP GIRL
Registration Number:	2075577	DOWN UNDER 'RITA
Registration Number:	5131088	BLOOMIN' MONDAY
Registration Number:	4028260	IT'S ALWAYS FRESH IN THE OUTBACK STEAKHO
Registration Number:	2059359	OUTBACK TAKE AWAY
Registration Number:	2020110	OUTBACK
Serial Number:	87298418	BLOOMIN' ONION MAN
Serial Number:	87319510	THE BLOOMIN' ONION MAN

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.

TRADEMARK

REEL: 006217 FRAME: 0399

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: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2017 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 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.

OUTBACK STEAKHOUSE OF FLORIDA, LLC, as
Grantor

By: OSI RESTAURANT PARTNERS, LLC,
its member

By:


Name: Joseph J. Kadow

Title: Executive Vice President, Chief
Legal Officer & Assistant Secretary

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Grantee

By: 
Name: **Darcy McLaren**
Title: **Director**

Bloomin' Brands, Inc.
Trademark Security Agreement
Signature Page

TRADEMARK
REEL: 006217 FRAME: 0404

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>
Kookaburra Wings	9/15/1992	1716098
Outback Steakhouse Curbside Take-Away	7/12/2011	3992345
Outback Outpost	3/4/2008	3391703
The Wallaby Darned	10/13/1998	2196073
Outback Steakhouse (with mountain horizon logo)	1/1/2013	4269449
Outback Steakhouse Racing	1/1/2013	4269450
Outback Steakhouse Racing 39	1/1/2013	4269496
Outback Steakhouse (just words)	2/7/1989	1523949
Outback Grillers	3/16/1999	2232347
Bloomin' Onion	3/28/1989	1532205
No Worries	3/31/2009	3600366
Bloomin' Burger	4/14/2009	3605557
Bloomin' Birthday	4/14/2009	3605559
Alice Springs Chicken Quesadillas	4/21/2009	3608558
Outback Steakhouse (with mountain horizon logo)	5/26/2009	3626268
Outback Steakhouse (with mountain horizon logo)	5/26/2009	3626267
Outback Steakhouse (with mountain horizon logo)	5/26/2009	3626269
Outback Steakhouse (with mountain horizon logo)	7/7/2009	3650040
Aussie-Tizer	7/7/2009	3649989
Outback Steakhouse (steakhouse)	10/27/2009	3701729
Tree (Design Only)	12/15/2009	3724422
Mountain logo (picture only - no words)	1/5/2010	3735016
Sweet Adventure Sampler Trio	1/19/2010	3739566
Curbside Take-Away	1/23/2001	2422975

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No</u>
Red, White, & Bloomin'	10/12/2010	3860034
No Worries Wednesday	2/23/2016	4904246
Outback Steakhouse - GIFT CARDS/COUPONS	3/15/2016	4918032
Alice Springs Chicken	9/29/1992	1720493
Outback Steakhouse (Kangaroo Diamond logo)	7/6/1993	1780666
Chocolate Thunder from Down Under	8/24/1993	1789557
The Outback Special	2/1/1994	1819091
Victoria's Filet	2/22/1994	1822985
Walkabout Soup	3/15/1994	1826479
Outback Steakhouse (just words)	7/20/2004	2864856
No Rules. Just Right.	10/11/1994	1857996
Outback Steakhouse (Kangaroo Diamond logo)	5/23/1995	1895164
Outback Steakhouse Pro Am	12/6/2005	3023598
Sydney's Sinful Sundae	7/16/1996	1987047
Outback Steakhouse (words)	8/13/1996	1992707
Outback Steakhouse (Kangaroo Diamond logo)	11/19/1996	2017991
Outback Steakhouse (just words)	11/19/1996	2017992
Aussie-Tizers	11/26/1996	2018859
Outback	4/15/1997	2052618
Outback Steakhouse Done Right	5/3/2016	4950428
Coconut Shrimp Girl	6/14/2016	4979926
Down Under 'Rita	7/1/1997	2075577
Bloomin' Monday	1/31/2017	5131088
It's Always Fresh in the Outback Steakhouse	9/20/2011	4028260
Outback Take Away	5/6/1997	2059359
Outback (biscuits)	12/3/1996	2020110

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Bloomin' Onion Man		87298418
The Bloomin' Onion Man (costume)		87319510