

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hawaiian Pacific Restaurant Group, Inc.		11/30/2012	CORPORATION: HAWAII

RECEIVING PARTY DATA

Name:	OS Pacific, LLC
Street Address:	2202 N. West Shore Blvd.
Internal Address:	5th Floor
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3927332	ROY'S
Registration Number:	3798486	ROY'S
Registration Number:	2329827	ROY'S
Registration Number:	2503931	ROY'S RESTAURANTS GOLF CLASSIC EST. 1998
Registration Number:	2571123	ROY'S RESTAURANTS GOLF CLASSIC EST. 1998

CORRESPONDENCE DATA

Fax Number: 8133878358
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 813-282-1225
 Email: dolorenesackman@bloominbrands.com
 Correspondent Name: Kelly Braun Lefferts
 Address Line 1: 2202 N. West Shore Blvd.
 Address Line 2: 5th Floor

OP \$140.00 3927332

Address Line 4: Tampa, FLORIDA 33607

NAME OF SUBMITTER: Kelly Braun Lefferts

Signature: /Kelly Braun Lefferts/

Date: 12/04/2012

Total Attachments: 6

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**ASSIGNMENT OF TRADEMARKS AND OTHER INTELLECTUAL PROPERTY, WITH
ACKNOWLEDGMENT**

THIS ASSIGNMENT OF TRADEMARKS AND OTHER INTELLECTUAL PROPERTY, WITH ACKNOWLEDGMENT ("Assignment"), executed on the 30th day of NOVEMBER, 2012 ("Effective Date"), is from Hawaiian Pacific Restaurant Group, Inc., a corporation with its principal place of business at 6600 Kalaniana'ole Highway, Honolulu, Hawaii, ("Assignor"), to OS Pacific, LLC, a Florida limited liability company formerly known as OS Pacific, Inc. having its principal offices 2202 N. Westshore Blvd., 5th Floor, Tampa, FL 33607) ("Assignee").

WHEREAS, Assignor has a bona fide intent to use or is using and is the owner of the United States Trademark Registrations and marks set forth on **Exhibit A** hereto, for ROY'S Stylized in connection with restaurant and bar services, for ROY'S for wines, salad dressings, marinades, sauces, dipping sauces and glazes for fish, meat and poultry, and for ROY'S RESTAURANTS GOLF CLASSIC EST. 1998 and Design for golf tournaments, clothing, namely headwear, shirts, jackets and sweaters, and owns certain common law rights in the ROY's and ROY'S Stylized marks for frozen appetizers, pre-packaged dinners, frozen, preserved or packaged entrees, frozen, preserved or packaged meals, desserts, cookbooks, cookware, cooking classes, videos, DVDs, CDs, television shows, and other fixed or online media for cooking (collectively, the "Marks"); and

WHEREAS, Assignor owns certain intellectual property and system rights, including without limitation, all worldwide copyrights, patents and trade secrets in all manuals, recipes, menus and menu items, techniques, databases, procedures, standards, specifications, customer and supplier lists, ideas, research and development, know-how, formulas, patterns, compilations, programs, devices, methods, compositions, manufacturing and processes and techniques, technical data, designs, drawings, pricing and cost information, and business and marketing plans and proposals, computer software, décor, and methods in connection with the development and operation of the restaurants, emphasizing the restaurants' distinctive menu, cuisine, culinary style and services (collectively the "Roy's System") and

WHEREAS, Assignor owns certain recipes it developed, and owns an undivided one-half interest in recipes Assignor developed jointly with Roy's/Outback Joint Venture ("Roy's Recipes"); and

WHEREAS, Assignee desires to acquire the Marks, and the goodwill of the business with which the Marks are used and which is symbolized by the Marks, the Roy's System and Roy's Recipes, and Assignor desires to assign its rights in the Marks and such goodwill, the Roy's System and Roy's Recipes to Assignee; and

WHEREAS, simultaneous with the execution of this Assignment, Assignor and Assignee are entering into a License Agreement which covers the Marks, the Roy's System and Roy's Recipes.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) or equivalent, the execution of the Purchase Agreement entered into by and among OS PACIFIC, LLC and RY-8, Inc., and other good and valuable consideration paid to it, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest, whether statutory or common law rights, in and to the Roy's System, Roy's Recipes and the Marks throughout the world,

together with the goodwill of the business symbolized by the Marks, and all of Assignor's rights therein, including all rights to bring all claims, demands and causes for action, both at law and in equity, for any infringement of the Marks or of the Roy's System and Roy's Recipes occurring prior to or after the date hereof, and all remedies with respect thereto, including the right to collect damages with respect to such infringements.

Limitation of Assigned Rights

Assignee acknowledges that this Assignment does not include any transfer of any personal rights of Roy Yamaguchi including any rights of publicity, voice, likeness or personality, or personal or private information or documents (collectively, "Yamaguchi Personal Rights").

Each party retains the right to continue to make reference, in a non-trademark manner, to Roy Yamaguchi's name and his historical establishment and participation in the original "Roy's" restaurant chain, including the use of his name, image and likeness in the same manner in which it is now or has previously been used in connection with the Roy's restaurant business.

Within three (3) months following the Effective Date, Assignee shall cancel or, at Assignor's request, assign to Assignor the currently registered mark "Yamaguchi Sushi."

Assignor shall not use the Yamaguchi Personal Rights for any restaurant or bar services that compete with Assignee's restaurant and bar services offered under the Marks. For all other restaurant and bar services, Assignor may use the Yamaguchi Name in the format substantially similar to the following: "Name of Restaurant – by Roy Yamaguchi."

For purposes of this Assignment, restaurant or bar services that compete with Assignee's restaurant and bar services offered under the Marks shall mean any business with a theme, décor, menu and style of or featured cuisine, when considered together, is the same as or substantially similar to that of any Roy's® restaurant operated or owned by Assignee, an affiliate of Assignee, any successor entity to Assignee or such affiliate, and any entity in which Assignee or such affiliate has an interest, including but not limited to, an interest as a franchisor, as such Roy's® restaurant is currently operated or owned by Assignee as of the date hereof.

Assignee acknowledges that Assignor has certain entity names and a domain name that incorporate the Marks, namely Roy's Limited Partnership #1, Roy's Limited Partnership #2, and royshawaii.com. Assignor agrees not to register or use any other entity names or domain names incorporating the Marks unless expressly permitted under the License Agreement and, upon termination of the License Agreement, Assignor agrees to either expressly cancel or transfer, at Assignee's option, the entity names and domain name to Assignee. Upon reasonable request by Assignee, Assignor will execute additional documents and take other action as may be necessary or desirable to record or memorialize the assignment of the Marks set forth herein, and to vest in Assignee such right, title, and interest in and to the Marks as granted to Assignee.

The parties hereby agree this Assignment shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each

of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties.

No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

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IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:

HAWAIIAN PACIFIC RESTAURANT GROUP, INC.

BY: [Signature]

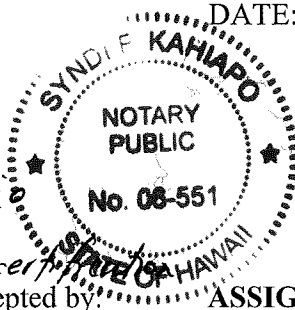
NAME: Roy Yamaguchi

TITLE: CEO

DATE: December 3, 2012

Sworn to before me this 3rd day of December, 2012

Syndi F. Kahiapo
Notary Public



*see attached notary certificate
Executed and accepted by:

ASSIGNEE:

OS PACIFIC, LLC, a Florida limited liability company.

By: OSI RESTAURANT PARTNERS, LLC, a Delaware limited liability company, its sole managing member

BY: [Signature]
Joseph J. Kadow, Executive Vice President

DATE: November 30, 2012

Sworn to before me this 30th day of November, 2012.

Tiffany Rebstock
Notary Public



NOTARY CERTIFICATION

Doc. Date: November 30, 2012

Pages: 5

Notary Name: Syndi F. Kahiapo

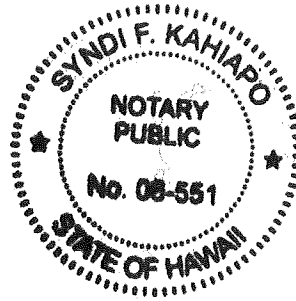
First Circuit

Doc. Description: Assignment of Trademarks
and other Intellectual Property, with
Acknowledgment

Syndi F. Kahiapo 12/3/2012
Signature Date






Notary Public, State of Hawaii

My Commission Expires: 9/10/2014



NOTARY CERTIFICATION

Exhibit A
Marks

Reg. no.	Trademark	Status/Status Date	Full Goods/Services	Owner
3927332	ROY'S 	Registered: March 8, 2011	(Int'l Class: 30) Salad dressings, marinades, sauces, dipping sauces and glazes for fish, meat and poultry	Hawaiian Pacific Restaurant Group, Inc. (Hawaii Corp.) 6600 Kalaniana'ole Highway Honolulu, Hawaii 96825
3798486	ROY'S 	Registered: June 8, 2010	(Int'l Class: 33) Wines	Hawaiian Pacific Restaurant Group, Inc. (Hawaii Corp.) 6600 Kalaniana'ole Highway Honolulu, Hawaii 96825
2329827	ROY'S (Stylized) 	Registered: March 14, 2000 Sec 8 & 9 Renewal February 5, 2010	(Int'l Class: 42) Restaurant and bar services	Hawaiian Pacific Restaurant Group, Inc. (Hawaii Corp.) 6600 Kalaniana'ole Highway Honolulu, Hawaii 96825
2503931	ROY'S RESTAURANTS GOLF CLASSIC EST. 1998 and Design 	Registered: November 6, 2001 Sec 8 & 9 Renewal November 10, 2011	(Int'l Class: 25) Clothing, namely headwear, shirts, jackets and sweaters	Hawaiian Pacific Restaurant Group, Inc. (Hawaii Corp.) 6600 Kalaniana'ole Highway Honolulu, Hawaii 96825
2571123	ROY'S RESTAURANTS GOLF CLASSIC EST. 1998 and Design 	Registered: May 21, 2002 Sec 8 & 15 Renewal November 1, 2007	(Int'l Class: 41) Sponsoring and hosting golf tournaments	Hawaiian Pacific Restaurant Group, Inc. (Hawaii Corp.) 6600 Kalaniana'ole Highway Honolulu, Hawaii 96825