

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carrabba's Italian Grill, Inc.		06/14/2007	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank AG New York Branch
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Collateral Agent:

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	74357605	CARRABBA'S
Serial Number:	78223913	CARRABBA'S ITALIAN GRILL
Serial Number:	78300808	CARRABBA'S ITALIAN GRILL
Serial Number:	75170269	CARRABBA'S ITALIAN GRILL
Serial Number:	75155486	CARRABBA'S ITALIAN GRILL
Serial Number:	78670196	CARRABBA'S ITALIAN GRILL
Serial Number:	76674846	GOOD THINGS HAPPEN AROUND OUR TABLE
Serial Number:	75823350	NOT YOUR TYPICAL ITALIAN
Serial Number:	78698024	PEOPLE ARE OUR SPECIALTY
Serial Number:	74365865	
Serial Number:	75208413	TASTE THE THRILL OF THE GRILL

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**TRADEMARK**

**REEL: 003566 FRAME: 0688**

**900080193**

**CH \$290.00 74357605**

Phone: 212-819-8923  
Email: trademarkdocket@whitecase.com  
Correspondent Name: Matthew Bart  
Address Line 1: White & Case LLP  
Address Line 2: 1155 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-1714
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	06/25/2007

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2007 made by CARRABBA'S ITALIAN GRILL, INC., a Florida corporation (the "Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (together with its successors in such capacity, the "Grantee") for the Secured Parties referred to in the Credit Agreement, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the 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, the Grantee, as Administrative Agent, Pre-Funded RC Deposit Bank, Swing Line Lender and an L/C Issuer, Bank of America, N.A., as Syndication Agent, and General Electric Capital Corporation, SunTrust Bank, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland," New York Branch, LaSalle Bank National Association, Wachovia Bank, National Association and Wells Fargo Bank, National Association, as Co-Documentation Agents.

WHEREAS, the Grantor is party to a Security Agreement, dated as of June 14, 2007 (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.

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. The parties intend that this Grant is for recordation purposes only and its terms shall not modify

the applicable terms and conditions of the Agreement. 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]



Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Grantee

By: Scotty Lindsey  
Name: Scotty Lindsey  
Title: Director

By: Carin Keegan  
Name: Carin Keegan  
Title: Vice President

*Trademark Security Agreement  
(Carraba's Italian Grill, Inc.)*

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

**U.S. Marks**

<i>Grantor/ Country</i>	<i>Trademark</i>	<i>App. No.</i>	<i>Filing Date</i>	<i>Status</i>	<i>Reg. Date</i>	<i>Reg. No.</i>
<b>CARRABBA'S ITALIAN GRILL, INC.</b>						
USA	CARRABBA'S	74357605	02/10/1993	Renewed	09/28/1993	1795108
USA	CARRABBA'S ITALIAN GRILL	78223913	03/11/2003	Registered Declaration of Use 02/24/2010	02/24/2004	2817361
USA	CARRABBA'S ITALIAN GRILL (STYLIZED)	78300808	09/16/2003	Registered Declaration of Use 10/19/2010	10/19/2004	2895677
USA	CARRABBA'S ITALIAN GRILL AND DESIGN	75170269	09/23/1996	Registered	08/05/1997	2086036
USA	CARRABBA'S ITALIAN GRILL AND DESIGN	75155486	08/26/1996	Registered	08/26/1997	2091159
USA	CARRABBA'S ITALIAN GRILL (STYLIZED)	78670196	07/04/2005	Registered	08/08/2006	3126250
USA	GOOD THINGS HAPPEN AROUND OUR TABLE	76674846	3/30/2007	Filed		
USA	NOT YOUR TYPICAL ITALIAN*	75823350	10/14/1999	Registered Declaration of Use 04/17/2007	04/17/2001	2444032
USA	PEOPLE ARE OUR SPECIALTY	78698024	08/23/03	Registered	03/06/07	3216529
USA	PIZZA CHEF DESIGN	74365865	02/24/1993	Renewed	07/05/1994	1843015
USA	TASTE THE THRILL OF THE GRILL*	75204413	12/05/1996	Registered	11/17/1998	2203523

**U.S. Trademark Licenses Owned:**

None.

\* Trademarks marked with asterisks are trademarks that the Borrower and the Subsidiary Parties have discontinued using and that will not be renewed.