

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Outback Steakhouse of Florida, 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: 21**

Property Type	Number	Word Mark
Serial Number:	75406378	DOWN UNDER CATERING BY OUTBACK
Serial Number:	75406380	OUTBACK
Serial Number:	74663485	OUTBACK BOWL
Serial Number:	74663487	OUTBACK BOWL
Serial Number:	74663489	OUTBACK BOWL
Serial Number:	74663490	OUTBACK BOWL
Serial Number:	74663494	OUTBACK BOWL
Serial Number:	74677485	OUTBACK BOWL
Serial Number:	74677486	OUTBACK BOWL
Serial Number:	74677508	OUTBACK BOWL
Serial Number:	74677487	OUTBACK BOWL
Serial Number:	74677488	OUTBACK BOWL
Serial Number:	74677489	OUTBACK BOWL

**CH \$540.00 75406378**

Serial Number:	74677509	OUTBACK BOWL
Serial Number:	75778665	OUTBACK CATERING
Serial Number:	75778666	OUTBACK CATERING
Serial Number:	75406376	OUTBACK SPORTS
Serial Number:	75408421	OUTBACK STEAKHOUSE
Serial Number:	76306961	OUTBACK STEAKHOUSE INTERNATIONAL
Serial Number:	74663486	OUTBACK BOWL
Serial Number:	74663488	OUTBACK BOWL

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 OUTBACK STEAKHOUSE OF FLORIDA, 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.

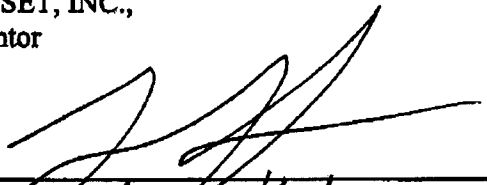
SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

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]

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.

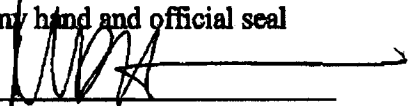
OS ASSET, INC.,  
as Grantor

By:   
Name: Joseph Kadon  
Title:

STATE OF ~~NEW YORK~~  
 ) ss.  
COUNTY OF ~~NEW YORK~~

On June 12, 2007, before me Milda Alkatis, Notary Public, personally appeared Joseph Kadon personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies) and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature   
Notary Public

**MILDA D. ALKATIS**  
Notary Public, State of New York  
No. 01AL8074208  
Qualified in New York County  
Commission Expires May 13, 2018

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  
(Outback Steakhouse of Florida, Inc.)*

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

**U.S. Marks**

<b>OUTBACK STEAKHOUSE OF FLORIDA, INC.</b>						
Florida	BLOOMIN' ONION			Registered Renewal 06/06/2009	06/06/1989	T11138
Florida	OUTBACK STEAKHOUSE			Registered Renewal 06/06/2009	06/06/1989	T11157
USA	DOWN UNDER CATERING BY OUTBACK	75406378	12/16/1997	Sec. 8&15 aff. accepted	11/30/1999	2296761
USA	OUTBACK	75406380	12/16/1997	Registered Declaration of Use 07/29/2009	07/29/2003	2742171
USA	OUTBACK BOWL	74663485	04/20/1995	Renewed	03/11/1997	2044690
USA	OUTBACK BOWL	74663487	04/20/1995	Renewed	03/11/1997	2044692
USA	OUTBACK BOWL	74663489	04/20/1995	Sec. 8&15 aff. accepted	10/28/1997	2109478
USA	OUTBACK BOWL	74663490	04/20/1995	Renewed	04/29/1997	2058048
USA	OUTBACK BOWL	74663494	04/20/1995	Renewed	03/11/1997	2044694
USA	OUTBACK BOWL AND DESIGN	74677485	05/16/1995	Renewed	03/11/1997	2044786
USA	OUTBACK BOWL AND DESIGN	74677486	05/16/1995	Renewed	03/11/1997	2044787
USA	OUTBACK BOWL AND DESIGN	74677508	05/16/1995	Renewed	03/11/1997	2044788
USA	OUTBACK BOWL AND DESIGN	74677487	05/16/1995	Sec. 8&15 aff. accepted	08/12/1997	2088079
USA	OUTBACK BOWL AND DESIGN	74677488	05/16/1995	Renewed	04/01/1997	2049758
USA	OUTBACK BOWL AND DESIGN	74677489	05/16/1995	Renewed	04/01/1997	2049759
USA	OUTBACK BOWL AND DESIGN	74677509	05/16/1995	Renewed	04/29/1997	2058894
USA	OUTBACK CATERING	75778665	08/19/1999	Sec. 8&15 aff. accepted	02/13/2001	2428109
USA	OUTBACK CATERING AND DESIGN	75778666	08/19/1999	Sec. 8&15 aff. accepted	05/08/2001	2448754
USA	OUTBACK SPORTS	75406376	12/16/1997	Registered Declaration of Use 06/11/2008	06/11/2002	2579010
USA	OUTBACK STEAKHOUSE AND KANGAROO DESIGN	75408421	12/19/1997	Registered Declaration of Use 07/29/2009	07/29/2003	2742172
USA	OUTBACK STEAKHOUSE INTERNATIONAL	76306961	08/31/2001	Registered	9/03/2002	2615030
USA	OUTBACK BOWL	74663486	04/20/1995	Registered	03/11/1997	2044691
USA	OUTBACK BOWL	74663488	04/20/1995	Registered	03/11/1997	2044693

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

None.