

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carrabba's Italian Grill, LLC		09/30/2008	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<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:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3425822	C CARRABBA'S ITALIAN MARKET	
Serial Number:	77562013	CARRABBA'S	
Serial Number:	77562381	CARRABBA'S ITALIAN GRILL	
Serial Number:	77562343	CARRABBA'S ITALIAN GRILL	
Serial Number:	77562040	CARRABBA'S ITALIAN GRILL	
Serial Number:	77575344	MR. C'S BAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-819-8200		
<b>Email:</b>	trademarkdocket@whitecase.com		
<b>Correspondent Name:</b>	Matthew Bart		
<b>Address Line 1:</b>	White & Case LLP		
<b>Address Line 2:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		

CH \$165.00 3425822

ATTORNEY DOCKET NUMBER:	1111779-1714
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	11/20/2008
<b>Total Attachments: 5</b> source=Carrabba's - Trademark Security Agr - 3rd Qtr 2008#page1.tif source=Carrabba's - Trademark Security Agr - 3rd Qtr 2008#page2.tif source=Carrabba's - Trademark Security Agr - 3rd Qtr 2008#page3.tif source=Carrabba's - Trademark Security Agr - 3rd Qtr 2008#page4.tif source=Carrabba's - Trademark Security Agr - 3rd Qtr 2008#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2008, made by CARRABBA'S ITALIAN GRILL, LLC, a Florida limited liability company (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 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 are 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 of the Owned Trademarks or unfair competition regarding 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. 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: *Scottye Lindsey*  
Name: Scottye Lindsey  
Title: Director

By: *Carin Keegan*  
Name: Carin Keegan  
Title: Director

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

**UNITED STATES TRADEMARKS:**

Name	Trademark	App No.	Filed Date	Status	Reg. Date	Reg. No.
<b>CARRABBA'S ITALIAN GRILL, LLC</b>						
Carrabba's Italian Grill, LLC	Carrabba's Italian Market	77236969	7/25/2007	Registered	5/13/2008	3425822
<b>Carrabba's Italian Grill, LLC</b>	<b>Carrabba's (words &amp; design)</b>	<b>77562013</b>	<b>9/4/2008</b>			
<b>Carrabba's Italian Grill, LLC</b>	<b>Carrabba's Italian Grill (words-dropshadow &amp; design)</b>	<b>77562381</b>	<b>9/4/2008</b>			
<b>Carrabba's Italian Grill, LLC.</b>	<b>Carrabba's Italian Grill (words &amp; design w/border)</b>	<b>77562343</b>	<b>9/4/2008</b>			
<b>Carrabba's Italian Grill, LLC</b>	<b>Carrabba's Italian Grill (words &amp; design)</b>	<b>77562040</b>	<b>9/4/2008</b>			
<b>Carrabba's Italian Grill, LLC</b>	<b>Mr. C's Bar</b>	<b>77575344</b>	<b>9/22/2008</b>			

**FOREIGN TRADEMARKS:**

N/A