

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Purchase and Sale | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Traeger Industries, Inc. | | 04/04/2006 | CORPORATION: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | Traeger Pellet Grills, LLC | | |
| Street Address: | 990 North 1st Street | | |
| City: | Silverton | | |
| State/Country: | OREGON | | |
| Postal Code: | 97381 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1425662 | TRAEGER | |
| Registration Number: | 2987301 | SMOKEMAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (305)503-9697 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 305-460-1032 | | |
| Email: | lfrazier@adorno.com | | |
| Correspondent Name: | Linda C. Frazier | | |
| Address Line 1: | 2525 Ponce De Leon Boulevard | | |
| Address Line 2: | Suite 400 | | |
| Address Line 4: | Miami, FLORIDA 33134 | | |
| NAME OF SUBMITTER: | Linda C. Frazier | | |
| Signature: | /linda frazier/ | | |
| Date: | 05/23/2006 | | |

OP \$65.00 1425662

Total Attachments: 4
source=trade1#page1.tif
source=trade1#page2.tif
source=trade2#page1.tif
source=trade2#page2.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 7th day of April, 2006, by and between Traeger Industries, Inc., an Oregon corporation ("Assignor"), and Traeger Pellet Grills, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in the trademark "Smokeman," Registration No. 2,987,301, registered August 23, 2005 (the "Trademark");

WHEREAS, Assignor entered into an Intellectual Property Rights Assignment (the "Assignment Agreement"), dated as of the date hereof, providing for the purchase by Assignee from Assignor of substantially all of the assets of Assignor;

WHEREAS, pursuant to the Assignment Agreement, Assignee has acquired all rights, title and interest in and to the Trademark throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademark throughout the world.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. Assignment.

a. Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the Trademark throughout the world, for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the trademarks are used, together with the goodwill of the business symbolized by the Trademark; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement or other violation of the aforesaid rights, to have and to hold the same unto Assignee absolutely.

b. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request and sole expense, take any and all reasonably necessary steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee or to record this assignment, and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

2. Miscellaneous. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Florida and the United States America without regard to conflicts of laws provisions thereof.

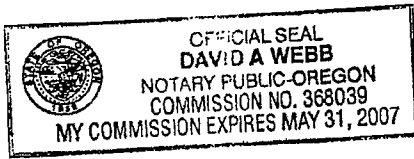
IN WITNESS WHEREOF, Assignor has executed and Assignee has acknowledged this Assignment as of the date first set forth above.

TRAEGER INDUSTRIES, INC.

By: *Randy Traeger*
 Name: RANDY Traeger
 Title: Treas

State of Oregon)
) SS:
 County of Marion)

The foregoing instrument was acknowledged before me this 4th day of April, 2006, by _____, as _____ on behalf Traeger Industries, an Oregon corporation. He is personally known to me or who has produced _____ as identification.



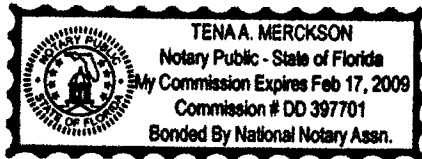
David A. Webb
 Notary Public
 Name: David A. Webb
 Commission Number: 368039
 My Commission Expires: May 31, 2007

TRAEGER PELLETT GRILLS, LLC

By: *Albert Strasser*
 Name: ALBERT STRASSER
 Title: Secretary

State of Florida)
) SS:
 County of Hillsborough)

The foregoing instrument was acknowledged before me this 4th day of April, 2006, by ALBERT STRASSER, as SECRETARY on behalf Traeger Pellet Grills, LLC, a Florida limited liability company. He is personally known to me or who has produced _____ as identification.



Tena Merckson
 Notary Public
 Name: TENA MERCKSON
 Commission Number: DD 397701
 My Commission Expires: FEBRUARY 17, 2009

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 4th day of April, 2006, by and between Traeger Industries, Inc., an Oregon corporation ("Assignor"), and Traeger Pellet Grills, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in the trademark "Traeger," Registration No. 1,425,662, registered January 20, 1987 (the "Trademark");

WHEREAS, Assignor entered into an Intellectual Property Rights Assignment (the "Assignment Agreement"), dated as of the date hereof, providing for the purchase by Assignee from Assignor of substantially all of the assets of Assignor;

WHEREAS, pursuant to the Assignment Agreement, Assignee has acquired all rights, title and interest in and to the Trademark throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademark throughout the world.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. Assignment.

a. Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the Trademark throughout the world, for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the trademarks are used, together with the goodwill of the business symbolized by the Trademark; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement or other violation of the aforesaid rights, to have and to hold the same unto Assignee absolutely.

b. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request and sole expense, take any and all reasonably necessary steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee or to record this assignment, and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

2. Miscellaneous. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Florida and the United States America without regard to conflicts of laws provisions thereof.

